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7 *Additional Counsel Appear on Signature Page to Plaintiffs' Motion*

8  
9 UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

10 COMMUNITY ASSOCIATION FOR  
RESTORATION OF THE  
11 ENVIRONMENT, INC., a Washington  
non-profit corporation; FRIENDS OF  
12 TOPPENISH CREEK, a Washington  
nonprofit corporation; and CENTER FOR  
13 FOOD SAFETY, a Washington, D.C.  
nonprofit corporation,

14 Plaintiffs,

15 v.

16 AUSTIN JACK DECOSTER, an  
17 individual, DECOSTER ENTERPRISES,  
LLC, a Delaware limited liability  
18 company, AGRICULTURAL  
INVESTMENT-FUND II, LLC, a  
19 Delaware limited liability company,  
IDAHO AGRI INVESTMENTS, LLC, an  
20 Idaho limited liability company, IDAHO

Case No. 1:19-cv-03110-TOR

**DECLARATION OF TOBY J.  
MARSHALL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND  
COSTS AWARD**

21 DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 1  
Case No. 1:19-cv-03110-TOR

1 DAIRY HOLDINGS, LLC, an Idaho  
limited liability company, DRY CREEK  
2 DAIRIES, LLC, an Idaho limited liability  
company, WASHINGTON AGRI  
3 INVESTMENTS, LLC, a Washington  
limited liability company,  
4 WASHINGTON DAIRY HOLDINGS,  
LLC, a Washington limited liability  
5 company, DBD WASHINGTON, LLC, a  
Washington limited liability company;  
6 and SMD, LLC, a Washington limited  
liability company,

7  
8 Defendants.

9 I, Toby J. Marshall, declare as follows:

10 **A. Background and experience.**

11 1. I am a member of the law firm of Terrell Marshall Law Group PLLC  
12 (Terrell Marshall), counsel of record for plaintiffs in this matter. I am admitted to  
13 practice before this Court and am a member in good standing of the bar of the state  
14 of Washington. I respectfully submit this declaration in support of Plaintiffs'  
15 motion for an award of attorneys' fees and costs. Except as otherwise noted, I have  
16 personal knowledge of the facts set forth in this declaration and could testify  
17 competently to them if called upon to do so.

18 2. Terrell Marshall is a law firm in Seattle, Washington, that focuses on  
19 complex civil and commercial litigation with an emphasis on consumer protection,  
20 product defect, civil rights, and wage and hour cases. Terrell Marshall has been

21 DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 2

1 appointed lead or co-lead counsel representing multi-state and nationwide classes  
2 in state and federal court in Washington and throughout the United States. Since its  
3 founding in 2008, the attorneys at Terrell Marshall have represented scores of  
4 classes, tried class actions in state and federal court, and obtained hundreds of  
5 millions of dollars in monetary relief to workers, consumers, and other individuals.

6 3. I am a founding member of Terrell Marshall. I have served as co-lead  
7 counsel in numerous class and collective actions and have tried and won individual  
8 and class cases in state and federal court. I have also argued several times before  
9 the Washington Supreme Court, the Washington Court of Appeals, and the Ninth  
10 Circuit Court of Appeals. In 2002, I received my J.D. from the University of  
11 Washington School of Law, where I served on the Moot Court Honor Board and  
12 was selected to the Order of Barristers. Before forming Terrell Marshall, I was a  
13 member of Tousley Brain Stephens PLLC. I regularly speak at seminars on  
14 employment and class action issues. I am a member of the Washington  
15 Employment Lawyers Association and serve on WELA's amicus and legislative  
16 committees. I have been named several times to the Washington Super Lawyers  
17 list. I am a Fellow of the American Bar Foundation.

18 **B. Qualifications of other Terrell Marshall attorneys.**

19 4. Amanda M. Steiner became a member of Terrell Marshall in 2015.  
20 She practices complex litigation, including the prosecution of consumer, defective

21 DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 3

1 product, wage and hour, and civil rights class actions. Ms. Steiner received her J.D.  
2 from the UC Berkeley School of Law in 1997. Admitted in Washington,  
3 California, New York, and Hawaii, she has authored briefs that have resulted in  
4 numerous favorable decisions for plaintiffs in high-profile and complex securities,  
5 antitrust, consumer and civil rights class action in federal and state courts  
6 throughout the United States. Ms. Steiner was selected for inclusion in the annual  
7 Northern California “Super Lawyers” list and was named to the Top 50 Women  
8 Lawyers of Northern California. She is a Fellow of the American Bar Foundation.

9       5.     Blythe H. Chandler joined Terrell Marshall in 2014 and became a  
10 member in 2018. Ms. Chandler practices complex litigation with a focus on  
11 prosecution of consumer class actions. She has been appointed class counsel in  
12 cases challenging a wide range of unfair or deceptive practices, including debt  
13 collection practices. In 2010, she received her J.D. from the University of  
14 Washington School of Law with high honors, Order of the Coif. Ms. Chandler  
15 served as Chief Articles Editor for the Washington Law Review. Before joining  
16 Terrell Marshall, Ms. Chandler served as a law clerk to the Honorable Betty B.  
17 Fletcher, Senior United States Circuit Judge for the Ninth Circuit Court of  
18 Appeals, and to the Honorable John C. Coughenour, Senior United States District  
19 Judge for the Western District of Washington. Ms. Chandler co-authored chapters  
20 of the Consumer Protection Deskbook published by the Washington State

21  
DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS’ MOTION FOR  
ATTORNEYS’ FEES AND COSTS AWARD - 4

1 Association for Justice (WSAJ) and has spoken on topics including certification of  
2 consumer claims, and Article II standing, use of experts, and personal jurisdiction  
3 in class actions. Ms. Chandler is a member of the board of directors of the Public  
4 Justice Foundation, a member of the Washington Employment Lawyers  
5 Association (WELA) Amicus Committee and currently co-chairs WSAJ's  
6 Consumer Protection Section. She was named to the 2020 Rising Star List by  
7 Washington Super Lawyers.

8         6.       Eden Nordby joined Terrell Marshall as an associate in 2021. Ms.  
9 Nordby concentrates her practice on complex civil litigation, including consumer  
10 protection, and wage and hour class actions. Ms. Nordby also litigates commercial  
11 disputes and matters involving trusts and estates. Ms. Nordby received her J.D.  
12 from the University of Washington in 2021. During law school Ms. Nordby served  
13 as Executive Managing Editor of the Washington Journal of Environmental Law  
14 and Policy. She received the WSBA Labor & Employment Section 2019 Summer  
15 Grant for her public service work and commitment to labor and employment  
16 issues. Ms. Nordby is trained as a mediator and has successfully mediated a  
17 number of individual civil matters through the UW School of Law Mediation  
18 Clinic. Before joining the firm as an attorney, Ms. Nordby was a senior paralegal at  
19 Terrell Marshall from the time the firm opened in 2008 until starting law school  
20 in 2018.

21 DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 5  
Case No. 1:19-cv-03110-TOR

1 **C. Other cases litigated by Terrell Marshall.**

2 7. Examples of environmental, worker, and consumer protection cases  
3 that Terrell Marshall is litigating or has litigated to successful completion include:

4 a. *Lummi Nation v. Cooke Aquaculture Pacific, LLC* — Filed in  
5 2020 on behalf of the Lummi Nation asserting claims for  
6 negligence, nuisance, and unjust enrichment brought based  
7 on the collapse of Cooke Aquaculture’s Atlantic salmon net  
8 pen farm off the coast of Cypress Island in the Salish Sea.  
9 The Tribe alleged that Cooke’s release of hundreds of  
thousands of non-native fish into the waters of the Tribe’s  
usual and accustomed fishing grounds interfered with treaty  
fishing rights. After a 10-day trial, the jury awarded  
\$595,000 in damages. I was co-lead trial counsel and Ms.  
Chandler was trial counsel.

10 b. *Kupale O’okala, Inc. v. Big Island Dairy, LLC* — Filed in  
11 2017 on behalf of the Center for Food Safety, Inc. and a  
12 nonprofit organization of concerned citizens who reside  
13 within the O’okala area on the Big Island of Hawaii and  
14 were affected by the dairy’s allegedly improper manure  
management and operational practices. The District Court  
for the District of Hawaii approved a consent decree  
governing the dairy’s cessation of operations and payment  
of civil penalties in March 2019.

15 c. *Hanford Challenge et al. v. U.S. Dep’t of Energy, et al.* —  
16 Filed in 2015 on behalf of workers at the Hanford nuclear  
17 site endangered or injured by toxic vapors escaping  
18 underground tanks storing millions of gallons of nuclear  
19 waste. The Eastern District of Washington approved an  
20 administrative stay of the case in October 2018 based on a  
public settlement requiring the government and its  
contractors to take numerous steps to improve worker safety  
at the site, including provision of appropriate personal  
protective equipment.

- 1 d. *Jordan v. Nationstar Mortgage, LLC*—Filed in 2012 on  
2 behalf of Washington homeowners who were improperly  
3 locked out of their homes by their mortgage lender. The  
4 Eastern District of Washington granted final approval of a  
5 \$17 million settlement on May 2, 2019.
- 6 e. *Cnty. Ass’n for Restoration of the Env’t, Inc. v. Cow Palace,*  
7 *LLC, et al.*—Three cases filed in 2013 on behalf Yakima  
8 Valley residents impacted by three mega-dairies’ improper  
9 manure management and operational practices. The case  
10 was the first in the country to find agricultural waste from  
11 industrial farming is solid waste under the Resource  
12 Conservation and Recovery Act. The Eastern District of  
13 Washington approved a consent decree requiring the dairies  
14 to change operations, including by lining manure lagoons  
15 and reducing applications of manure to fields in May 2015.  
16 The Court found one dairy failed to comply in April 2020  
17 and applied appropriate sanctions.

18 8. Additional information about class actions litigated by Terrell  
19 Marshall is available on our website [www.terrellmarshall.com](http://www.terrellmarshall.com).

20 **D. The prosecution of this action.**

21 9. Terrell Marshall has advanced costs for and invested numerous hours  
into the investigation and prosecution of this case.

10. Since the beginning of this case, Terrell Marshall has worked with no  
guarantee of being compensated for its time and efforts. Payment of Terrell  
Marshall’s fees has always been contingent on successfully obtaining relief for the  
plaintiffs. As a result, there was a substantial risk of non-payment, particularly in  
light of the challenges inherent in this type of case. Work on this case has

DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS’ MOTION FOR  
ATTORNEYS’ FEES AND COSTS AWARD - 7

1 necessarily been to the exclusion of work on other matters that likely would have  
2 generated fees. Terrell Marshall has also been denied use of the fees it earned over  
3 the course of this case.

4 11. Ms. Steiner assisted with briefing on the shell LLCs set up to try to  
5 protect Mr. DeCoster. Her legal briefing contributed to the Court's finding  
6 personal jurisdiction over DeCoster Enterprises and Jack DeCoster. ECF No. 134  
7 at 10-16.

8 12. The work performed by paralegals and legal assistants was work that I  
9 or an attorney would have had to perform absent such assistance. In the case of  
10 Jessica Langsted, the work required an understanding of the facts and claims at  
11 issue in the case and her research was important to the development of facts and  
12 claims relating to various entities' alleged liability for the conduct at issue in this  
13 case. The work of Bradford Kinsey required an understanding of this Court's  
14 procedural rules and filing requirements. These staff members are qualified to  
15 perform substantive legal work based on their training and past experience working  
16 for attorneys.

17 13. Terrell Marshall's attorneys and staff have expended 160.5 hours on  
18 this case, resulting in a lodestar of \$80,280.10. I have removed from our time  
19 records all entries that are arguably non-legal administrative work.

20  
21 DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 8  
Case No. 1:19-cv-03110-TOR



14. The following table identifies the attorneys and staff members from Terrell Marshall who worked on this case and for whom the recovery of fees is sought. For each of the timekeepers below I have stated the hourly rate we are requesting, the number of hours worked through September 1, 2023, and the total amount of fees. The detailed daily time reports prepared and maintained by Terrell Marshall in the regular course of business that document the work done by each timekeeper are attached hereto as Exhibit 1.

NAME AND POSITION	RATE	HOURS BILLED	TOTAL
Toby J. Marshall Founding Member J.D. from Univ. of Washington School of Law, 2002	\$590	5.8	\$3,422.00
Amanda Steiner Member J.D. from UC Berkeley School of Law, 1997	\$590	112	\$66,080.00
Blythe D. Chandler Member J.D. from Univ. of Washington School of Law, 2010	\$512	5.3	\$2,713.60
Eden Nordby Associate J.D. from Univ. of Washington School of Law, 2021	\$280	19.4	\$5,432
Jessica Langsted Paralegal with 6 years legal experience	\$150	15.3	\$2,295
Bradford Kinsey Legal secretary with more than 20 years legal experiences	\$125	2.7	\$337.50

DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 9  
Case No. 1:19-cv-03110-TOR

1           15. Terrell Marshall's lodestar calculations are based on reasonable  
2 hourly rates that are below Terrell Marshall's standard hourly rates. Terrell  
3 Marshall sets rates for attorneys and staff members based on a variety of factors,  
4 including among others: the experience, skill and sophistication required for the  
5 types of legal services typically performed; the rates customarily charged in the  
6 markets where legal services are typically performed; and the experience,  
7 reputation and ability of the attorneys and staff members.

8           16. Terrell Marshall's attorneys regularly charge and are regularly  
9 awarded higher rates than those sought here. Attached as Exhibit 2 are exemplar  
10 orders approving rates for myself, Ms. Steiner, and Ms. Chandler that are higher  
11 than the rates requested here. For example, in 2019, Judge Mendoza entered an  
12 order finding my standard rate of \$525 per hour reasonable, and also approved my  
13 rate of \$475 per hour for work done from 2016-2018. *See* Final Approval Order  
14 (ECF No. 108) ¶¶ 13-16 in *Carranza v. Dovex Fruit Co.*, No. 16-cv-00054-SMJ  
15 (E.D. Wash. Aug. 22, 2019); *see also* Final Approval Order (ECF No. 187) ¶ 25 in  
16 *Valencia v. HomeDeliveryLink Inc.*, No. 4:18-cv-05034-SJM (E.D. Wash. Feb. 19,  
17 2021) (approving my rate of \$525 per hour for work done in 2019 and 2020 and  
18 my rate of \$475 per hour for earlier work). Similarly, in 2021, the Western District  
19 of Washington granted final approval of a class action settlement and calculated  
20 fees using the lodestar method and found Terrell Marshall's requested hourly rates

1 were reasonable. *See* Final Approval Order (ECF No. 134) ¶ 16 in *Jammeh v. HNN*  
2 *Associates*, No. 2:19-cv-00620-JLR (W.D. Wash. June 9, 2021). The rates  
3 approved were \$500 per hour for Amanda Steiner, \$425 per hour for Blythe  
4 Chandler, \$150 per hour for Jessica Langsted, and \$125 per hour for Bradford  
5 Kinsey. *See* Chandler Declaration in *Jammeh* (ECF No. 122) ¶ 19 (table reflecting  
6 the rates the Court found reasonable).

7 17. Terrell Marshall has incurred out-of-pocket litigation expenses  
8 totaling \$15,815.57, primarily to cover expenses related to Plaintiffs' expert  
9 witness, but also including filing fees, legal research fees, and administrative costs  
10 such as copying, mailing, and messenger expenses. The expense report reflecting  
11 Terrell Marshall's out-of-pocket litigation expenses is attached hereto as Exhibit 3.

12 18. I am not aware of any law firms located in the Eastern District of  
13 Washington who have taken on, or would be willing to take on, environmental  
14 protection claims against CAFOs without working with Tebbutt Law.

15 I declare under penalty of perjury under the laws of the State of Washington  
16 and the United States of America that the foregoing is true and correct.

17 EXECUTED this 15th day of September, 2023 at Seattle, Washington.

18 By: /s/ Toby J. Marshall, WSBA #32726  
19 Toby J. Marshall, WSBA #32726  
20

21 DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 11  
Case No. 1:19-cv-03110-TOR

**CERTIFICATE OF SERVICE**

I hereby certify that on September 15, 2023, I electronically filed the foregoing document, together with the exhibits thereto, on the Court's CM/ECF filing system, which will automatically serve the following counsel of record:

Gary H. Baise	gbaise@ofwlaw.com
Jay Carroll	jcarroll@hnw.law
Amy van Saun	avansaun@centerforfoodsafety.org
Toby Marshall	tmarshall@terrellmarshall.com
Blythe H. Chandler	bchandler@terrellmarshall.com
Andrea K. Rodgers	andrearodgers42@gmail.com
Daniel C. Snyder	dsnyder@publicjustice.net

/s/ Jonathan D. Frohnmayer  
Jonathan D. Frohnmayer  
Law Offices of Charles M. Tebbutt

DECLARATION OF TOBY J. MARSHALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AWARD - 12  
Case No. 1:19-cv-03110-TOR

## **Exhibit 1 – Terrell Marshall Fees**

Terrell Marshall Law Group PLLC						
CARE v. DeRuyter Brothers Dairy -EDWA- TOR						
Matter 2254-001						
Date	Initials	Narrative		Units	Rate	Value
1/6/2021	AMS	Research re RCRA liability [3.8].		3.8	\$ 590.00	\$ 2,242.00
1/8/2021	AMS	Research re RCRA liability [3.5].		3.5	\$ 590.00	\$ 2,065.00
1/11/2021	AMS	Research re RCRA liability [3.3].		3.3	\$ 590.00	\$ 1,947.00
1/12/2021	AMS	Telephone conference with Mr. Tebbutt [0.3]; research re RCRA liability [6.8].		7.1	\$ 590.00	\$ 4,189.00
1/14/2021	AMS	Research re RCRA liability [5.2].		5.2	\$ 590.00	\$ 3,068.00
1/15/2021	AMS	Research re RCRA liability for DeCoster [7.6].		7.6	\$ 590.00	\$ 4,484.00
1/20/2021	AMS	Research regarding adding parties and RCRA liability [6.5].		6.5	\$ 590.00	\$ 3,835.00
2/18/2021	AMS	Email with Mr. Tebbutt regarding research [0.1].		0.1	\$ 590.00	\$ 59.00
3/1/2021	AMS	Worked on research regarding RCRA liability, related strategy conference [1.2].		1.2	\$ 590.00	\$ 708.00
3/2/2021	AMS	Researched RCRA liability [5.2].		5.2	\$ 590.00	\$ 3,068.00
3/9/2021	AMS	Worked on memorandum regarding DeCoster liability, related research [3.4].		3.4	\$ 590.00	\$ 2,006.00
3/10/2021	AMS	Telephone conference with Mr. Tebbutt regarding case status and DeCoster liability [.5]; worked on memo regarding DeCoster liability, related research [7.5].		8	\$ 590.00	\$ 4,720.00
3/11/2021	AMS	Email with Mr. Tebbutt regarding closure of dairies [.2]; worked on memo regarding DeCoster liability, related research [5.9].		6.1	\$ 590.00	\$ 3,599.00
3/12/2021	AMS	Worked on memo regarding DeCoster liability, related research [4.5].		4.5	\$ 590.00	\$ 2,655.00
3/15/2021	AMS	Worked on memo re DeCoster liability, related research [8.2].		8.2	\$ 590.00	\$ 4,838.00
3/16/2021	AMS	Worked on memo regarding DeCoster liability, related research [5.5].		5.5	\$ 590.00	\$ 3,245.00
4/4/2023	AMS	Worked on motions to exclude expert testimony [0.5].		0.5	\$ 590.00	\$ 295.00
4/6/2023	AMS	Researched expert admissibility standards [2.5]; reviewed expert reports and related motions [2.0].		4.5	\$ 590.00	\$ 2,655.00

Date	Initials	Narrative	Units	Rate	Value
4/7/2023	AMS	Reviewed pleadings, orders, and expert reports, worked on motions to exclude, related research [5.5].	5.5	\$ 590.00	\$ 3,245.00
4/12/2023	AMS	Worked on motions to exclude experts, reviewed briefing from Cow Palace, related research [4.5]; email with Mr. Snyder [0.2].	4.7	\$ 590.00	\$ 2,773.00
4/13/2023	AMS	Worked on motions to exclude experts, related research [6.5]; email with Mr. Snyder [0.2].	6.7	\$ 590.00	\$ 3,953.00
4/14/2023	AMS	Worked on motions to exclude experts, related research [7.3].	7.3	\$ 590.00	\$ 4,307.00
4/17/2023	AMS	Worked on motions to exclude experts, related research [1.2].	1.2	\$ 590.00	\$ 708.00
4/18/2023	AMS	Worked on motions to exclude expert testimony, related research [2.2]; email to Mr. Snyder [0.2].	2.4	\$ 590.00	\$ 1,416.00
			<b>112</b>		<b>\$ 66,080.00</b>
2/6/2019	BHC	Reviewed notice letter from co-counsel [.3]; new matter and conflict check [.3].	0.6	\$ 512.00	\$ 307.20
2/19/2019	BHC	Telephone conference regarding response to email from Yakima Valley Conference of Governments [.8]. Organized case correspondence and reviewed notice of intent documents [.7].	1.5	\$ 512.00	\$ 768.00
5/23/2019	BHC	Reviewed complaint and related documents in advance of filing [.2].	0.2	\$ 512.00	\$ 102.40
8/26/2019	BHC	Reviewed final drafts of motion to dismiss response and approved same for filing [.3]	0.3	\$ 512.00	\$ 153.60
9/6/2019	BHC	Reviewed response from Defendants' to Plaintiffs' settlement proposal [.2].	0.2	\$ 512.00	\$ 102.40
9/10/2019	BHC	Reviewed motion to strike reply argument; exchanged emails with co-counsel regarding same [.3].	0.3	\$ 512.00	\$ 153.60
9/25/2019	BHC	Worked on reply in support of motion to strike [.2].	0.2	\$ 512.00	\$ 102.40
3/11/2021	BHC	Reviewed message from co-counsel regarding case status [.2].	0.2	\$ 512.00	\$ 102.40
4/28/2021	BHC	Telephone call with co-counsel regarding [REDACTED] [.1].	0.1	\$ 512.00	\$ 51.20
4/3/2023	BHC	Telephone conference with Mr. Tebbutt regarding Daubert motions; follow up email to co-counsel regarding same [.2].	0.2	\$ 512.00	\$ 102.40
4/19/2023	BHC	Email to co-counsel regarding proposed consent decree [.1].	0.1	\$ 512.00	\$ 51.20

Date	Initials	Narrative	Units	Rate	Value
8/29/2023	BHC	Reviewed time records in preparation for drafting fee declaration [.3]; telephone call with Mr. Tebbutt regarding fee declaration [.1]; reviewed correspondence relating to same [.2].	0.6	\$ 512.00	\$ 307.20
8/31/2023	BHC	Telephone call from Mr. Marshall regarding fee declaration [.1]. Worked on declaration in support of fee request [.7].	0.8	\$ 512.00	\$ 409.60
			<b>5.3</b>		<b>\$ 2,713.60</b>
8/14/2019	BKK	Reviewed Jeff Kray notice of appearance [.1]; amended master caption [.1].	0.2	\$ 125.00	\$ 25.00
9/19/2019	BKK	Reviewed Amy Van Saun, Parker Jones and Daniel Snyder's pro hac vice applications and subsequent orders [2.]; amended master caption [.1].	2.1	\$ 125.00	\$ 262.50
10/3/2019	BKK	Reviewed Kent Krabil, Jeremy Fielding and Russell Herman notices of withdrawal [.1]; amended master caption [.1].	0.2	\$ 125.00	\$ 25.00
12/3/2019	BKK	Reviewed Jennifer Hammitt notice of appearance [.1]; amended master caption [.1].	0.2	\$ 125.00	\$ 25.00
			<b>2.7</b>		<b>\$ 337.50</b>
2/25/2021	EBN	Reviewed complaint and notes regarding legal research on RCRA and piercing corporate veil; telephone conference regarding same.	0.5	\$ 280.00	\$ 140.00
2/26/2021	EBN	Worked on legal research regarding parent company liability under RCRA.	6.5	\$ 280.00	\$ 1,820.00
3/1/2021	EBN	Worked on legal research regarding parent company liability under RCRA.	4	\$ 280.00	\$ 1,120.00
3/2/2021	EBN	Worked on legal research regarding owner and parent company liability under RCRA.	2.7	\$ 280.00	\$ 756.00
3/5/2021	EBN	Worked on research memorandum regarding RCRA liability.	4.7	\$ 280.00	\$ 1,316.00
3/8/2021	EBN	Worked on summary of legal research regarding parent company liability under RCRA.	1	\$ 280.00	\$ 280.00
			<b>19.4</b>		<b>\$ 5,432.00</b>
4/14/2020	JAL	Worked on entity research [1.1].	1.1	\$ 150.00	\$ 165.00
4/20/2020	JAL	Worked on entity investigation [4.8].	4.8	\$ 150.00	\$ 720.00



Date	Initials	Narrative	Units	Rate	Value
4/21/2020	JAL	Worked on entity investigation [1.4].	1.4	\$ 150.00	\$ 210.00
4/22/2020	JAL	Worked on research [2.2].	2.2	\$ 150.00	\$ 330.00
4/23/2020	JAL	Worked on investigation [2.1].	2.1	\$ 150.00	\$ 315.00
4/24/2020	JAL	Worked on sending ShareFile link [0.3]; worked on investigation [0.2].	0.5	\$ 150.00	\$ 75.00
4/27/2020	JAL	Worked on investigation [3.1].	3.1	\$ 150.00	\$ 465.00
4/28/2020	JAL	Worked on sending ShareFile link [0.1].	0.1	\$ 150.00	\$ 15.00
			<b>15.3</b>		<b>\$ 2,295.00</b>
2/19/2019	TJM	Telephone conference with co-counsel and client regarding case strategy issues and response to inquiry from Yakima Valley Conference of Governments [.7]; analyzed issues regarding same [.1].	0.8	\$ 590.00	\$ 472.00
5/6/2019	TJM	Worked on draft joint prosecution and retainer agreements and analyzed issues regarding same [.3].	0.3	\$ 590.00	\$ 177.00
5/23/2019	TJM	Analyzed issues regarding filing of complaint [.2].	0.2	\$ 590.00	\$ 118.00
8/23/2019	TJM	Worked on case management issues [.1].	0.1	\$ 590.00	\$ 59.00
10/24/2019	TJM	Reviewed order on motion to dismiss and analyzed issues regarding same [.2].	0.2	\$ 590.00	\$ 118.00
3/23/2020	TJM	Telephone call from co-counsel regarding factual background investigation [.4].	0.4	\$ 590.00	\$ 236.00
4/14/2020	TJM	Worked on factual background development [.4].	0.4	\$ 590.00	\$ 236.00
4/24/2020	TJM	Worked on factual background issues [.1].	0.1	\$ 590.00	\$ 59.00
7/6/2020	TJM	Analyzed issues regarding expert work for site inspection [.3].	0.3	\$ 590.00	\$ 177.00
8/5/2020	TJM	Reviewed draft letter to client regarding status and analyzed issues regarding same [.1].	0.1	\$ 590.00	\$ 59.00
8/14/2020	TJM	Telephone conference and email correspondence with co-counsel regarding client concerns [.1]; analyzed issues regarding same [.1].	0.2	\$ 590.00	\$ 118.00
12/10/2020	TJM	Exchanged messages with co-counsel regarding case strategy issues [.1].	0.1	\$ 590.00	\$ 59.00
12/11/2020	TJM	Telephone call from co-counsel regarding factual background issues and research needed for same [.5].	0.5	\$ 590.00	\$ 295.00
4/28/2021	TJM	Analyzed issues regarding [REDACTED] [.1].	0.1	\$ 590.00	\$ 59.00

Date	Initials	Narrative		Units	Rate	Value	
2/3/2022	TJM	Attended telephonic hearing on motions to dismiss [.7]; telephone conference with co-counsel regarding same [.2].		0.9	\$ 590.00	\$ 531.00	
2/7/2022	TJM	Reviewed order denying motions to dismiss and analyzed issues regarding same [.2].		0.2	\$ 590.00	\$ 118.00	
1/13/2023	TJM	Reviewed pro hac vice application of Mr. Frohnmayer and analyzed issues regarding same [.1].		0.1	\$ 590.00	\$ 59.00	
3/24/2023	TJM	Telephone conference with co-counsel regarding case strategy issues [.4].		0.4	\$ 590.00	\$ 236.00	
3/28/2023	TJM	Analyzed issues regarding Daubert motions [.2].		0.2	\$ 590.00	\$ 118.00	
3/29/2023	TJM	Worked on plans for preparing Daubert motions [.2].		0.2	\$ 590.00	\$ 118.00	
				<b>5.8</b>		<b>\$ 3,422.00</b>	
		<b>Total</b>		<b>160.5</b>		<b>\$ 80,280.10</b>	

## **Exhibit 2 – Prior Fee Award**

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Aug 22, 2019**

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

MARIANO CARRANZA, individually  
and on behalf of all others similarly  
situated; and ELISEO MARTINEZ,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

DOVEX FRUIT COMPANY,

Defendant.

No. 2:16-cv-00054-SMJ

**FINAL APPROVAL OF CLASS  
SETTLEMENT**

Before the Court is Plaintiffs' unopposed Motion for Final Approval of Class Action Settlement, ECF No. 98. The parties have agreed to settle this action on the terms and conditions set forth in the Class Action Settlement Agreement and Release (the "Settlement Agreement"). ECF No. 93 at 17–35. On April 10, 2019, the Court entered a Preliminary Approval of Class Settlement (the "Preliminary Approval Order"). ECF No. 94. Individual notice complying with Federal Rule of Civil Procedure 23 was sent to the last known address of each member of the Class, and supplemental notice procedures outlined in the Settlement Agreement and approved by the Preliminary Approval Order have been completed. On August 22,

FINAL APPROVAL OF CLASS SETTLEMENT 1

1 2019, the Court held a fairness hearing on final approval of the class settlement.

2 Being fully advised, the Court finds good cause exists for entry of the order below.

3 Accordingly, **IT IS HEREBY ORDERED:**

4 **1.** Plaintiffs' unopposed Motion for Final Approval of Class Action  
5 Settlement, **ECF No. 98**, is **GRANTED**.

6 **2.** Unless otherwise provided herein, all capitalized terms in this Order  
7 shall have the same meaning as set forth in the Settlement Agreement,  
8 ECF No. 93 at 18–19.

9 **3.** The Court finds that notice to the Class has been completed in  
10 conformity with the Preliminary Approval Order. The Court finds that  
11 this notice was the best notice practicable under the circumstances, that  
12 it provided due and adequate notice of the proceedings and of the  
13 matters set forth therein, and that it fully satisfied all applicable  
14 requirements of law and due process.

15 **4.** The Court finds that notice of the Settlement Agreement has been  
16 provided to the United States Attorney General and the attorneys  
17 general of all states in which any Class Member resides, in accordance  
18 with 28 U.S.C. § 1715.

19 **5.** The Court finds it has personal and subject matter jurisdiction over all  
20 claims asserted in this litigation with respect to all members of the

FINAL APPROVAL OF CLASS SETTLEMENT 2

1 Class.

2 **6.** Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court has  
3 certified the following Class for settlement purposes: All current and  
4 former employees of Dovex Fruit Company who performed piece-rate  
5 work for Dovex in Washington at any time between November 3, 2012  
6 and January 12, 2016. "Settlement Class Members" include members  
7 of the Class who do not exclude themselves from the action.

8 **7.** In connection with this certification, the Court makes the following  
9 findings:

10 **A.** The Settlement Class satisfies Rule 23(a)(1) because the Class  
11 is so numerous that joinder of all members is impracticable;

12 **B.** The Settlement Class satisfies Rule 23(a)(2) because there are  
13 questions of law or fact common to the Class;

14 **C.** The Settlement Class satisfies Rule 23(a)(3) because Plaintiffs'  
15 claims are typical of the claims being resolved through the  
16 Settlement;

17 **D.** The Settlement Class satisfies Rule 23(a)(4) because the named  
18 Plaintiffs are capable of fairly and adequately protecting the  
19 interests of the Class Members in connection with the  
20 Settlement and because counsel representing the Class are

1 qualified, competent, and capable of prosecuting this action on  
2 behalf of the Class;

3 **E.** The Settlement Class satisfies Rule 23(b)(3) because, for  
4 purposes of Settlement approval and administration, common  
5 questions of law and fact predominate over questions affecting  
6 only individual Class Members. Accordingly, the Class is  
7 sufficiently cohesive to warrant settlement by representation. In  
8 addition, for purposes of settlement, certification of the Class is  
9 superior to other available methods for the fair and efficient  
10 resolution of the claims of the Class Members.

11 **8.** The Court has appointed Plaintiffs Mariano Carranza and Eliseo  
12 Martinez as Class Representatives.

13 **9.** The Court has appointed Marc Cote of Frank Freed Subit & Thomas  
14 LLP and Toby Marshall of Terrell Marshall Law Group PLLC as Class  
15 Counsel.

16 **10.** No objections to the Settlement have been lodged.

17 **11.** No Class Members have requested exclusion from the Settlement.

18 **12.** The terms set forth in the Settlement are approved as being fair,  
19 adequate, and reasonable in light of the degree of recovery obtained in  
20 relation to the risks faced by the Class in litigating the claims. The

1 Class is properly certified as part of this Settlement. The relief  
2 provided to the Class under the Settlement Agreement is appropriate  
3 as to the individual members of the Class and as a whole.

4 **13.** The Court approves the payment of \$412,981.88 in attorneys' fees and  
5 \$12,018.12 in litigation costs to Class Counsel as fair and reasonable.  
6 The attorneys' fees and costs agreed by the parties are reasonable  
7 based on the lodestar method, which is the appropriate method of  
8 calculation in this case because Plaintiffs' central claims are brought  
9 under Washington statutes that contain a fee-shifting provision for  
10 successful recovery of wages, *see* Wash. Rev. Code §§ 49.46.090,  
11 .48.030, .52.070, and Plaintiffs achieved significant additional,  
12 nonmonetary relief for the Class, *see In re Bluetooth Headset Prods.*  
13 *Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011).

14 **14.** The Court concludes the agreed award of attorneys' fees and costs is  
15 fair and reasonable after analyzing (1) the number of hours Class  
16 Counsel reasonably expended on the litigation multiplied by counsel's  
17 reasonable hourly rates; (2) the substantial financial recovery for  
18 Settlement Class Members as well as the significant nonmonetary  
19 relief Class Counsel obtained for the Class; (3) the diligent and  
20 efficient effort of Class Counsel in litigating Plaintiffs' claims;



1 (4) Class Counsel's substantial experience in complex wage and hour  
2 class action litigation and skill utilized to achieve the Settlement; (5)  
3 the hurdles to certifying the Class and proving liability and damages at  
4 trial; and (6) the reasonableness of the litigation costs incurred by Class  
5 Counsel.

6 **15.** Class Counsel reasonably expended more than 1370 hours on this  
7 litigation, not including hours spent preparing for the final approval  
8 hearing and handling settlement administration issues after final  
9 approval. The Court has reviewed the summaries of the hours worked  
10 by timekeeper and Class Counsel's contemporaneous time records and  
11 finds that the number of hours expended is reasonable.

12 **16.** In determining a reasonable rate, courts consider the "experience, skill  
13 and reputation of the attorney requesting fees." *Trevino v. Gates*, 99  
14 F.3d 911, 924 (9th Cir. 1996) (quoting *Schwarz v. Sec'y of Health &*  
15 *Human Servs.*, 73 F.3d 895, 908 (9th Cir.1995)). "Where the attorneys  
16 in question have an established rate for billing clients, that rate will  
17 likely be a reasonable rate." *Bowers v. Transam. Title Ins. Co.*, 675  
18 P.2d 193, 203 (Wash. 1983). Here, Class Counsel's lodestar  
19 calculations are based on the established hourly rates their firms charge  
20 clients. Class Counsel's hourly rates are reasonable for this case.

1 Specifically, the Court finds the following rates of Plaintiffs' lead  
2 counsel to be reasonable: For Mr. Cote, \$425 per hour in 2019, \$395  
3 per hour in 2018, \$375 per hour in 2016 and 2017, and \$300 per hour  
4 in 2015. For Mr. Marshall, \$525 an hour in 2019, \$475 an hour from  
5 2016 to 2018, and \$400 an hour in 2015.

6 **17.** Washington courts often apply an attorney's current rate for all work  
7 performed, regardless of when the work was performed, as a means of  
8 compensating for the delay in payment. *Steele v. Lundgren*, 982 P.2d  
9 619, 626 (Wash. Ct. App 1999) ("Allowing such an adjustment  
10 encourages attorneys to take potentially risky cases with clients who  
11 may not be able to afford to pay an attorney and allows public interest  
12 lawyers to benefit as would attorneys in private practice."); *see also*  
13 *Gates v. Deukmejian*, 987 F.2d 1392, 1406 (9th Cir. 1992) ("A fee  
14 award at current rates is intended to compensate prevailing attorneys  
15 for lost income they might have received through missed investment  
16 opportunities as well as lost interest."). Here, Class Counsel's lodestar  
17 through July 17, 2019 of \$431,447.19 is based on their lower historical  
18 rates. *See* ECF No. 99 at 6 (\$247,243.69 incurred by Frank Freed Subit  
19 & Thomas LLP through July 17, 2019); ECF No. 100 at 9  
20 (\$184,203.50 incurred by Terrell Marshall Law Group PLLC). Class

1 Counsel estimated incurring approximately \$20,000 in additional fees  
2 through settlement distribution, which results in a lodestar of more  
3 than \$450,000 based on historical rates. Using only current rates,  
4 counsel's lodestar would be significantly higher.

5 **18.** The Ninth Circuit has instructed courts to apply reasonable hourly rates  
6 for the region when conducting a lodestar analysis. *In re Bluetooth*,  
7 654 F.3d at 941. A district court may not adopt an informal court-wide  
8 policy of "holding the line" on fees at a certain level. *Moreno v. City*  
9 *of Sacramento*, 534 F.3d 1106, 1115 (9th Cir. 2008). Counsel in this  
10 case practice throughout the state of Washington using the same hourly  
11 rates they seek here. Rates outside the forum may be used if local  
12 counsel is "unwilling or unable to perform because they lack the  
13 degree of experience, expertise, or specialization required to handle  
14 properly the case." *Camacho v. Bridgeport Fin. Servs.*, 523 F.3d 973,  
15 979 (9th Cir. 2008) (internal quotation marks omitted). Here, Plaintiffs  
16 presented evidence that no local plaintiff-side wage and hour class  
17 action lawyers were available who had the experience, expertise, and  
18 specialization required to properly handle this case. *See* ECF No. 102  
19 at 2–3. Class Counsel have achieved strong results for farm workers in  
20 other class action cases. An attorney at Northwest Justice Project

1 (“NJP”) in Wenatchee, Washington referred this case to Class Counsel  
2 because NJP “did not know any other private attorneys with the  
3 experience and expertise of [Class Counsel] in the specific wage and  
4 hour issues [Plaintiff] Carranza and his co-workers were facing.” *Id.* at  
5 3. NJP “wanted to ensure that [Plaintiff] Carranza and his co-workers  
6 were well-represented by attorneys who had the experience, expertise,  
7 and specialization to properly handle the case,” so the organization  
8 referred the case to Class Counsel. *Id.* For these reasons, this Court  
9 finds that it is appropriate to apply Class Counsel’s regular hourly rates  
10 even though Class Counsel are based in Seattle, Washington. Class  
11 Counsel’s regular hourly rates are reasonable for this class action case.

12 **19.** In a class action, the Court may approve reasonable litigation costs  
13 “that are authorized by law or by the parties’ agreement.” Fed. R. Civ.  
14 P. 23(h). Of the \$425,000 Defendant agreed to pay for attorneys’ fees  
15 and costs pursuant to Washington fee-shifting statutes, Class Counsel  
16 seek reimbursement of \$12,018.12 in litigation expenses. Recoverable  
17 costs “as part of the award of attorney’s fees [include] those out-of-  
18 pocket expenses that ‘would normally be charged to a fee paying  
19 client.’” *Harris v. Marhoefer*, 24 F.3d 16, 20 (9th Cir. 1994) (quoting  
20 *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1216 n.7 (9th Cir.

1 1986)). The litigation expenses Class Counsel incurred in this case  
2 include (1) filing fees, (2) mediation expenses, (3) copying and mailing  
3 expenses, (4) computer research expenses, (5) factual investigation  
4 expenses, and (6) travel expenses. These out-of-pocket costs were  
5 necessary to secure the resolution of this litigation. Therefore, the  
6 Court finds that payment of \$12,018.12 in litigation expenses is  
7 reasonable.

8 **20.** Pursuant to Section III.C.2 of the Settlement Agreement, Defendant  
9 shall pay all costs of Settlement notice and administration in addition  
10 to the Total Settlement Amount.

11 **21.** The Court approves the service award payments of \$15,000 to Plaintiff  
12 Mariano Carranza and \$7500 to Plaintiff Eliseo Martinez. These  
13 awards are reasonable and do not undermine Plaintiffs' adequacy as  
14 Class Representatives. Rather, the awards reasonably compensate  
15 Plaintiffs for the time and effort each spent serving as Class  
16 Representatives, participating in discovery, assisting in the  
17 investigation of their claims, participating in and keeping abreast of  
18 the litigation, and participating in mediation.

19 **22.** The Settlement is binding on all Settlement Class Members.

20 **23.** Each member of the Class who submits a Claim Form by August 22,

2019 (a “Qualified Class Member”) shall be entitled to receive a proportional share of the Net Class Payment, as set forth in Section III.E. of the Settlement Agreement. Each Qualified Class Member’s share will be based on his or her hours worked, as recorded by Defendant.

**24.** No later than three business days after the Effective Date, Defendant shall pay the sum of \$1,225,000 to the Settlement Administrator.

**25.** No later than seven days after the Effective Date, the Settlement Administrator shall pay to Class Counsel \$425,000 in attorneys’ fees and costs and shall pay the service awards to Plaintiffs as detailed above.

**26.** No later than twenty-one days after the Effective Date, the Settlement Administrator shall issue Settlement Award checks to all Qualified Class Members, along with Forms W-2 and 1099, in mailing envelopes listing the Settlement Administrator’s return address.

**27.** Any Qualified Class Member who fails to cash or deposit a Settlement Award check after a period of sixty days has elapsed from the date on which the checks were issued will not receive a share of the Net Class Payment, will have no interest in the Settlement Award, and the funds from the uncashed check will be considered Residual Funds. After this

1           sixty-day period, the Settlement Administrator will stop payment on  
2           all uncashed checks. If, after sixty days following the First  
3           Distribution, the total amount of Residual Funds exceeds \$100,000, the  
4           Settlement Administrator shall redistribute the remaining amount to all  
5           Qualified Class Members who cashed their original checks,  
6           proportionally based on the calculations in Sections III.E.4 and .5 of  
7           the Settlement Agreement, subject to Section III.K.15 of the  
8           Settlement Agreement. Within thirty days of the Second Distribution,  
9           or if there is no Second Distribution, following the initial sixty-day  
10          check-cashing period, the Settlement Administrator shall distribute the  
11          Residual Funds as *cy pres* equally to (1) Northwest Immigrant Rights  
12          project (to support migrant and seasonal farm workers) and  
13          (2) Opportunities Industrialization Center of Washington (for its  
14          Migrant Seasonal Farmworker Program serving eligible migrant and  
15          seasonal farmworkers in Washington).

- 16       **28.** Any Settlement Class Member who fails to submit a valid Claim Form  
17       by the deadline stated in paragraph 23 above and any Qualified Class  
18       Member who fails to cash or deposit a Settlement Award check within  
19       sixty days after the First Distribution will not receive a share of the Net  
20       Class Payment but will be bound nevertheless by the terms of the

1 Settlement Agreement.

2 **29.** All Class Members, except any who submit a timely and valid request  
3 for exclusion, are bound by the terms of the Settlement Agreement,  
4 including the Release. As of the Effective Date, the settlement  
5 constitutes a full and final settlement and release of all “Released  
6 Claims” as defined in Section III.B of the Settlement Agreement.

7 **30.** The Parties and their counsel shall implement and consummate the  
8 Settlement Agreement according to its terms and provisions, including  
9 all payments to be made by Defendant and the Settlement  
10 Administrator under the Settlement Agreement.

11 **31.** The Court hereby dismisses with prejudice all Released Claims as to  
12 all Settlement Class Members. This dismissal is without costs or  
13 attorneys’ fees, except as otherwise ordered here, to any Party.

14 **32.** The entry of this Order and dismissal of Released Claims is without  
15 prejudice to the rights of the Parties to enforce the terms of the  
16 Settlement Agreement and the rights of Class Counsel to seek the  
17 payment of fees and costs as provided for in this Order.

18 **33.** The Court retains jurisdiction of this case, including for the purposes  
19 of the administration and enforcement of the Settlement, to ensure all  
20 payments are made and other actions required by the Settlement are


FINAL APPROVAL OF CLASS SETTLEMENT 13



1 properly carried out, and to address settlement administration matters  
2 and such post-judgment matters as may be appropriate under court  
3 rules.

4 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this Order and  
5 provide copies to all counsel.

6 **DATED** this 22nd day of August 2019.

7   
8 SALVADOR MENDOZA, JR.  
United States District Judge

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FINAL APPROVAL OF CLASS SETTLEMENT 14

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

**Feb 19, 2021**

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

DANIEL VALENCIA, individually and  
on behalf of all others similarly situated;  
BELARMINO HERNANDEZ,  
individually and on behalf of all others  
similarly situated; and JUNIOR  
ARACHIGA, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

HOMEDELIVERYLINK INC.,

Defendant.

No. 4:18-cv-05034-SMJ

**ORDER GRANTING PLAINTIFFS'  
UNOPPOSED MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
PLAINTIFFS' MOTION FOR  
ATTORNEY FEES, COSTS, AND  
SERVICE AWARDS**

Before the Court are Plaintiffs' Unopposed Motion for Final Approval of  
Class Action Settlement, ECF No. 178, and Plaintiffs' Motion for Attorneys' Fees,  
Costs, and Service Awards, ECF No. 172.

On September 25, 2020, Plaintiffs filed the Settlement Agreement, ECF No.  
166, which set forth the terms and conditions of the Settlement and release of certain  
claims (i.e., the Released Claims) against Defendant and all other Released Parties  
("Settlement");

The Court preliminarily approved the Settlement on October 9, 2020, ECF

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 1

1 No. 168, and notice of the Settlement was given to Settlement Class members in  
2 accordance with the Preliminary Approval Order.

3 The Court has reviewed and considered all papers filed in support of the  
4 Settlement and all exhibits to the settlement and, after notice to the Settlement Class,  
5 held a final fairness hearing on February 19, 2021, at which time the Parties and all  
6 interested persons were heard in support of and in opposition to the Settlement.

7 After considering the motions, along with the declarations and exhibits  
8 submitted with the motions, and conducting a hearing on the matter, the Court is  
9 fully informed, and finds that the Settlement is fair, adequate, and reasonable to the  
10 Settlement Class, within the authority of the parties, and the result of arm's length  
11 negotiations. The Court thus grants the Plaintiffs' motions. Accordingly, the Class  
12 is certified, the Settlement Agreement is finally approved, Class Counsel are  
13 awarded \$550,000 in fees and costs, and Service Awards are approved in the  
14 amount of \$20,000 each for Plaintiffs Daniel Valencia, Belarmino Hernandez, and  
15 Junior Arechiga (\$60,000 total).

16 Accordingly, **IT IS HEREBY ORDERED:**

17 **1.** Plaintiffs' Unopposed Motion for Final Approval of Class Action  
18 Settlement, **ECF No. 178**, is **GRANTED**.

19 **2.** Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards,  
20 **ECF No. 172**, is **GRANTED**.

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 2

1       **3.**     The Court has jurisdiction over the subject matter of this Case and  
2             personal jurisdiction over the parties and the Settlement Class. The  
3             definitions and provisions of the Settlement Agreement are  
4             incorporated in this Order as though fully set forth herein.

5       **4.     Class Certification for Settlement Purposes Only.** Under Federal Rule  
6             of Civil Procedure 23(a) and (b)(3), the Court, for settlement purposes  
7             only, certifies the following Settlement Class and Subclass:

8                     **Settlement Class.** All persons who, from March 1, 2015 to  
9                     the date that the Court enters the Preliminary Approval Order,  
10                    have performed services for [Homedeliverylink, Inc. “HDL”]  
11                    in Washington as delivery drivers.

12                   **Settlement Subclass.** All persons who, from March 1, 2015  
13                    to the date that the Court enters the Preliminary Approval  
14                    Order, have performed services for HDL in Washington as  
15                    delivery drivers and paid funds to HDL through check  
16                    deductions, including deductions from payments HDL made  
17                    to spouses or domestic partners of the drivers.

18       **5.**     For purposes of settlement, the Court appoints Plaintiffs Belarmino  
19             Hernandez, Daniel Valencia, and Junior Arechiga as “Class  
20             Representatives.”

1       **6.**     For purposes of settlement, the Court appoints Terrell Marshall Law  
2             Group PLLC and Lichten & Liss-Riordan as “Class Counsel.”

3       **7.**     As for the Settlement Class, the Court finds, for settlement purposes  
4             only, that: (a) the Settlement Class is so numerous that joinder of all

ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS’  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 3

1 members is impracticable; (b) there are questions of law or fact  
2 common to the Settlement Class; (c) the claims of the Class  
3 Representatives are typical of the claims of the Settlement Class; (d)  
4 the Class Representatives will fairly and adequately protect the  
5 interests of the Settlement Class; (e) the questions of law or fact  
6 common to the members of the Settlement Class predominate over the  
7 questions affecting only individual members; and (f) certification of  
8 the Settlement Class is superior to other available methods for the fair  
9 and efficient adjudication of the controversy. The Court further finds  
10 that: (g) the members of the Settlement Class have a limited interest in  
11 individually prosecuting the claims at issue; (h) it is desirable to  
12 concentrate the claims in this forum; and (i) it is unlikely that there will  
13 be difficulties encountered in administering this Settlement.

14 **8.** If the Settlement terminates for any reason, the certification of the  
15 Settlement Class shall be automatically vacated, null and void, and this  
16 Action shall revert to its status immediately prior to the execution of  
17 the Settlement Agreement.

18 **9.** The Court finds that the notice given to Settlement Class Members in  
19 accordance with the terms of the Settlement Agreement and the  
20 Preliminary Approval Order fully and accurately informed Settlement

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 4

1 Class Members of all material elements of the Settlement and  
2 constituted valid, sufficient, and due notice. The notice complied with  
3 due process, Federal Rule of Civil Procedure 23, and all other  
4 applicable law.

5 **10.** No Settlement Class members have requested exclusion from the  
6 Settlement.

7 **11.** The Settlement Agreement requires HDL to pay \$1,450,000 to settle  
8 this case. The Settlement includes a \$900,000 payment to the  
9 Settlement Class to be used to make cash payments to Settlement Class  
10 Members who submit valid and timely claims and any court-approved  
11 service awards for the Plaintiffs. The Settlement also includes  
12 \$550,000 to pay notice and settlement administration expenses and  
13 court-approved statutory attorneys' fees and costs. Class Counsel have  
14 filed a motion seeking approval of the \$550,000 attorney fees and costs  
15 payment and of service awards for Plaintiffs in the amount of \$20,000  
16 each.

17 **12.** The Settlement is non-reversionary, and any amounts remaining after  
18 an initial distribution to Settlement Class Members and a second  
19 distribution, if necessary and feasible, will be disbursed to the Legal  
20 Foundation of Washington, a non-profit organization that supports

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 5

1 civil legal aid organizations in Washington, including those that focus  
2 on workers' rights.

3 **13.** The Court grants final approval of the Settlement and finds it is in all  
4 respects fair, reasonable, adequate, and in the best interest of  
5 Settlement Class Members. The parties dispute the merits of Plaintiffs'  
6 claims, and their dispute underscores not only the uncertainty of the  
7 outcome but also why the Court finds the Settlement Agreement to be  
8 fair, reasonable, and adequate. Had they continued to litigate,  
9 Settlement Class Members faced the challenge of maintaining a  
10 certified litigation class, defeating summary judgment, and convincing  
11 a jury that HDL misclassified its delivery drivers as independent  
12 contractors when they were employees. They also would have had to  
13 survive appeals of any class certification order, summary judgment  
14 rulings, or other rulings rendered during trial. Class Counsel, who have  
15 significant experience litigating and settling these types of claims,  
16 have reviewed the Settlement Agreement and find it to be in the best  
17 interest of Settlement Class Members. For all these reasons, the Court  
18 finds that the uncertainties of continued litigation in both the trial and  
19 appellate courts, as well as the expense associated with it, weigh in  
20 favor of approving the Settlement.

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 6

1       **14.** In making this determination, the Court has considered the criteria set  
2       forth in Federal Rule of Civil Procedure 23(e). Specifically, the Class  
3       Representatives and Class Counsel have adequately represented the  
4       Class; the proposal was negotiated at arm's length; the relief provided  
5       for the Class is adequate, taking into account (i) the costs, risks, and  
6       delay of trial and appeal, (ii) the effectiveness of any proposed method  
7       of distributing relief to the Class including the method of processing  
8       Class-member claims, (iii) the terms of any proposed award of  
9       attorney's fees, including timing of payment, and (iv) any agreement  
10      required to be identified under Rule 23(e)(3); and the proposal treats  
11      class members equitably relative to each other.

12      **15.** The parties, their counsel, and Lichten & Liss-Riordan, which has  
13      served as settlement administrator, shall fulfill their obligations and  
14      duties under the Settlement Agreement.

15      **16.** The Court dismisses with prejudice this Case and adjudges that the  
16      Released Claims are released against the Releasing Parties.

17      **17.** Plaintiffs and Settlement Class Members are permanently enjoined and  
18      barred from asserting, initiating, prosecuting, or continuing any of the  
19      Released Claims against the Released Parties.  
20

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 7



1       **18.** Lichten & Liss-Riordan executed the Notice Plan according to the  
2       terms of the Settlement Agreement and in compliance with the  
3       Preliminary Approval Order. The Notice apprised the Settlement Class  
4       members of the pendency of the litigation; of all material elements of  
5       the proposed Settlement, including but not limited to the relief afforded  
6       the Settlement Class under the Settlement Agreement; of the res  
7       judicata effect on Settlement Class Members and of their opportunity  
8       to object to, comment on, or opt out of, the Settlement; of the identity  
9       of Class Counsel and Class Counsel's contact information; and of the  
10      right to appear at the Final Approval Hearing. The Notice Plan  
11      prescribed by the Settlement Agreement was reasonable and provided  
12      due and adequate notice of these proceedings and of the matters set  
13      forth therein, including the terms of the Settlement Agreement, to all  
14      parties entitled to notice. The notice satisfied the requirements of  
15      Federal Rule of Civil Procedure 23 and the requirements of  
16      constitutional due process. The notices were reasonably calculated  
17      under the circumstances to apprise Settlement Class Members of the  
18      pendency of this Case, all material elements of the Settlement, and  
19      their opportunity to exclude themselves from or object to the  
20      Settlement and to appear at the final fairness hearing.

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 8

1       **19.** In accordance with *In re Mercury Interactive Corp. Sec. Litig.*, 618  
2       F.3d 988, 994 (9th Cir. 2010), Class Counsel filed their petition for  
3       attorney fees, costs, and service awards with the Court and posted the  
4       motion on the Settlement Website thirty (30) days before the deadline  
5       to submit claims, exclusions, and objections.

6       **20.** The Court has afforded a full opportunity to all Settlement Class  
7       Members to be heard. Accordingly, the Court determines that all  
8       Settlement Class Members are bound by this Final Approval Order.

9       **21.** Within ten (10) days after the filing of the proposed Settlement  
10      Agreement in the Court, a notice of the proposed Settlement was  
11      served upon the appropriate state official of each state in which a  
12      Settlement Class member resides and upon the Attorney General of the  
13      United States. The Court finds that the notice provided satisfied the  
14      requirements of 28 U.S.C. § 1715(b) and that more than ninety days  
15      have elapsed since the required notice was provided, as required by 28  
16      U.S.C. § 1715(d).

17      **22.** The Court approves payment of attorney fees and costs in the amount  
18      of \$550,000. The attorney fees and costs are reasonable based on the  
19      lodestar method, which is the appropriate method of calculation in this  
20      case because Plaintiffs' central claims are brought under Washington

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 9

1 statutes that contain a fee-shifting provision for successful recovery of  
2 wages, *see* Wash. Rev. Code §§ 49.46.090, 49.48.030 & 49.52.070, and  
3 the purpose of the fee-shifting provision is “to ensure compensation  
4 for counsel undertaking socially beneficial litigation.” *In re Bluetooth*  
5 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011); *see also*  
6 *Drinkwitz v. Alliant Techsys., Inc.*, 996 P.2d 582, 587 (2000)  
7 (describing the role Washington’s wage statutes have played in  
8 Washington’s “long and proud history of being a pioneer in the  
9 protection of employee rights”).

10 **23.** The Court concludes the award of attorney fees and costs is fair and  
11 reasonable after analyzing (1) the number of hours Class Counsel  
12 reasonably expended on the litigation multiplied by counsel’s  
13 reasonable hourly rates; (2) the substantial financial recovery for  
14 Settlement Class Members; (3) the diligent and efficient effort of Class  
15 Counsel in litigation Plaintiffs’ claims; (4) Class Counsel’s substantial  
16 experience in complex wage and hour class action litigation and skill  
17 utilized to achieve the Settlement; (5) the hurdles to proving liability  
18 and damages at trial; and (6) the reasonableness of the litigation costs  
19 incurred by Class Counsel.

20  
ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS’  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 10

1       **24.** Class Counsel reasonably expended more than 3,000 hours  
2       prosecuting this litigation, not including hours spent drafting the final  
3       approval papers, preparing for the final approval hearing, and handling  
4       settlement administration issues after final approval. The Court has  
5       reviewed the summaries of the hours worked by timekeeper and Class  
6       Counsel's contemporaneous time records and finds that the number of  
7       hours is reasonable. The Court notes that Class Counsel reviewed their  
8       time records and reduced their total hours by ninety-eight hours of  
9       billable time.

10       **25.** In determining a reasonable rate, the court considers the "experience,  
11       skill and reputation of the attorney requesting fees." *Trevino v. Gates*,  
12       99 F.3d 911, 924 (9th Cir. 1996). The court also considers "the  
13       prevailing market rates in the relevant community." *Blum v. Stenson*,  
14       465 U.S. 886, 895 (1984). "The relevant community is generally  
15       defined as the forum in which the district court sits." *Van Skike v. Dir.*,  
16       *Office of Workers' Comp. Programs*, 557 F.3d 1041, 1046 (2009)  
17       (quotation marks and citation omitted). "[A]ffidavits of the plaintiffs'  
18       attorneys and other attorneys regarding prevailing fees in the  
19       community and rate determinations in other cases are satisfactory  
20       evidence of the prevailing market rate." *United Steelworkers of Am. v.*

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 11

1           *Phelps Dodge Corp.*, 896 F.2d 403, 407 (9th Cir. 1990). Here, Class  
2           Counsel's lodestar of \$1,020,718.75 is based on rates lower than the  
3           rates they ordinarily charge in similar actions. Class Counsel's hourly  
4           rates are reasonable for this case. Specifically, the Court finds the  
5           following rates for Plaintiffs' lead counsel to be reasonable: For Mr.  
6           Marshall, \$475 per hour in 2018 and \$525 per hour in 2019 and 2020.  
7           For Ms. Murray, \$450 per hour in 2018 and \$500 per hour in 2019 and  
8           2020. For Ms. Glass, \$300 per hour in 2018 and \$325 per hour in 2019  
9           and 2020. For Mr. Lichten, \$600 per hour for all years. And for Mr.  
10          Thomson, \$375 per hour for all years.

11          **26.** Washington courts often apply an attorney's current rate for all work  
12          performed, regardless of when the work was performed, as a means of  
13          compensating for the delay in payment. *Steele v. Lundgren*, 982 P.2d  
14          619, 626 (Wash. Ct. App. 1999) ("Allowing such an adjustment  
15          encourages attorneys to take potentially risky cases with clients who  
16          may not be able to afford to pay an attorney and allows public interest  
17          lawyers to benefit as would attorneys in private practice."); *see also*  
18          *Gates v. Deukemjian*, 987 F.2d 1392, 1406 (9th Cir. 1992) ("A fee  
19          award at current rates is intended to compensate prevailing attorneys  
20          for lost income they might have received through missed investment

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 12

opportunities as well as lost interest.”). Here, Class Counsel’s lodestar is based on their historical rates. Using only current rates, counsel’s lodestar would be significantly higher.

27. Courts in this district have found Terrell Marshall’s rates to be reasonable. *See Carranza v. Dovex Fruit Co.*, No. 2:16-cv-00054-SMJ, ECF No. 108 at 7–8 (E.D. Wash. Aug. 22, 2019) (approving rates ranging from \$400 to \$525 for Mr. Marshall); *Cavnar v. Bounceback, Inc.*, No. 2:14-cv-00235-RMP, Order Memorializing Court’s Oral Rulings, ECF No. 152 at 6 (E.D. Wash. Sept. 15, 2016); *see also Brown v. Consumer Law Assocs. LLC*, No. CV-11-0194-TOR, ECF Nos. 211, 212 & 227 (approving rates up to \$540); *Bronzich v. Persels & Assocs., LLC*, No. CV-10-00364-TOR (E.D. Wash.), ECF Nos. 296, 297 & 311 (approving rates up to \$530). Although courts in this district have not addressed Lichten & Liss Riordan’s rates, other courts around the country have approved a rate of \$700 for Mr. Lichten and \$400 for an attorney at Lichten & Liss Riordan with experience comparable to Mr. Thomson, who performed the bulk of work in this matter. Lichten Decl. ¶ 13. Lichten & Liss Riordan has calculated its lodestar here using rates of \$600 for Mr. Lichten, who has forty years of experience in employment litigation on behalf of workers and employees, and

ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS’  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 13

1           \$375 for Mr. Thomson, who has eight years of experience. These rates  
2           are in line with rates approved by this Court. *See Carranza*, No. 2:16-  
3           cv-00054-SMJ, ECF No. 99 at 8–9; ECF No. 108 (approving rate of  
4           \$550 for attorney with thirty years of experience and \$225-\$300 for  
5           attorney with five years of experience).

6           **28.** Class Counsel’s fee request is especially reasonable considering the  
7           fact that it reflects a “negative” multiplier on their total lodestar  
8           incurred through December 7, 2020. Class Counsel request \$550,000  
9           inclusive of costs. When out-of-pocket costs are deducted, Class  
10          Counsel seek \$480,670 and the fee reflects a negative multiplier of  
11          0.47 on their total lodestar incurred ( $\$480,670 \div \$1,020,718.75 =$   
12          0.47). The negative multiplier results in an average rate that is  
13          effectively \$157.82 per hour across all timekeepers ( $\$480,670 \div$   
14          3,045.75 hours = \$157.82).

15          **29.** The Court approves the service fee payment of \$20,000 each for Class  
16          Representatives Belarmino Hernandez, Daniel Valencia, and Junior  
17          Arechiga and specifically finds that amount to be reasonable in light  
18          of the service performed by the Class Representatives for the class.  
19          The Class Representatives participated in discovery, assisted in the  
20          investigation of their claims, contacted witnesses, and participated in

ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS’  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 14

1 mediation. The contributions are similar to the work of class  
2 representatives who received similar awards in other cases. *See, e.g.,*  
3 *Hall v. L-3 Commc'ns Corp.*, No. 2:15-cv-00231-SAB, 2019 WL  
4 3845460, at \*4 (E.D. Wash. Aug. 2, 2019) (approving \$20,000 service  
5 award for class representative who was also a named plaintiff and  
6 \$10,000 service awards for class representative not named as plaintiffs  
7 who “gave their time freely knowing there was great risk that the action  
8 would not succeed, and their time could be for naught”); *Ikuseghan v.*  
9 *Multicare Health Sys.*, No. Civ. 14 5539, 2016 WL 4363198, at \*1, 3  
10 (W.D. Wash. Aug. 16, 2016) (approving \$15,000 service award);  
11 *Vedachalam v. Tata Consultancy Servs., Ltd.*, No. 06 Civ. 0963, 2013  
12 WL 3929129, at \*2 (N.D. Cal. July 18, 2013) (approving \$35,000 and  
13 \$25,000 service awards to class representatives); *Ross v. U.S. Bank*  
14 *Nat’l Ass’n*, No. 7 Civ. 2951, 2010 WL 3833922, at \*4 (N.D. Cal. Sept.  
15 29, 2010) (approving \$20,000 service award for each of four class  
16 representatives); *see also In re Lupron Mktg. & Sales Prac. Litig.*, 228  
17 F.R.D. 75, 98 (D. Mass. 2005) (“Incentive awards are recognized as  
18 serving an important function in promoting class action settlements,  
19 particularly, whereas here, the named plaintiffs participated actively in  
20 the litigation.”).

ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS’  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 15



1       **30.** Neither this Final Approval Order nor the Settlement Agreement is an  
2       admission or concession by HDL or any of the other Released Parties  
3       of the validity of any claims or of any liability or wrongdoing or of any  
4       violation of law. This Final Approval Order and the Settlement  
5       Agreement do not constitute a concession and shall not be used as an  
6       admission or indication of any wrongdoing, fault or omission by HDL  
7       or any of the other Released Parties or any other person in connection  
8       with any transaction, event or occurrence, and neither this Final  
9       Approval Order nor the Settlement Agreement nor any related  
10      documents in this proceeding, nor any reports or accounts thereof, shall  
11      be offered or received in evidence in any civil, criminal, or  
12      administrative action or proceeding, other than such proceedings as  
13      may be necessary to consummate or enforce this Final Approval Order,  
14      the Settlement Agreement, and all releases given thereunder, or to  
15      establish the affirmative defenses of res judicata or collateral estoppel  
16      barring the pursuit of claims released in the Settlement Agreement.  
17      This Final Approval Order also does not constitute any opinion or  
18      position of the Court as to the merits of the claims and defenses related  
19      to this Case.

20  
ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 16

1       **31.** Upon the Effective Date, the Class Representatives and each  
2       Settlement Class Member will be deemed to have completely released  
3       and forever discharged the Released Parties from the Released Claims.  
4       Released Claims means any and all claims and causes of action  
5       asserted or could have been asserted based on the facts asserted in this  
6       lawsuit that arose during the Settlement Class Period.

7       **32.** Upon the Effective Date, the Class Representatives for themselves and  
8       their spouses, heirs, successors, and assigns, fully forever, irrevocably  
9       and unconditionally release HDL from any and all charges,  
10      complaints, claims, liabilities, obligations, promises, agreements,  
11      controversies, damages, actions, causes of action, suits, rights,  
12      demands, costs, losses, debts, and expenses (including back wages,  
13      penalties, liquidated damages, and attorney fees and costs actually  
14      incurred) of any nature whatsoever, from the beginning of time  
15      through the Effective Date, known or unknown, suspected or  
16      unsuspected, including but not limited to all claims arising out of,  
17      based upon, or relating to their relationship with HDL or the  
18      remuneration for, or, as applicable, termination of, such relationship.  
19      The Parties intend this release to be full and complete to the full extent  
20      allowed by law.

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 17

1       **33.** If the Effective Date does not occur because this Order is reversed on  
2       appeal or for any other reason, the parties shall be returned to the *status*  
3       *quo ex ante*, for all litigation purposes, as if no Settlement had been  
4       negotiated or entered into and thus this Final Approval Order and all  
5       other findings or stipulations regarding the Settlement shall be  
6       automatically void, vacated, and treated as if never filed.

7       **34.** The Court retains jurisdiction to consider all further matters arising out  
8       of or connected with the Settlement, including implementation and  
9       enforcement of the Settlement Agreement.

10      **35.** There were no objections to the Settlement.

11      **36.** The Court finds that no justifiable reason exists for delaying entry of  
12      this Final Approval Order and, good cause appearing, it is expressly  
13      directed that this Final Approval Order and separate Judgment be  
14      entered as final and appealable and the case **DISMISSED WITH**  
15      **PREJUDICE.**

16      //

17      //

18      //

19      //

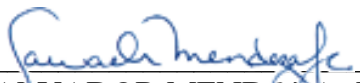
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ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 18

1       **37.** The Clerk's Office is directed to **ENTER JUDGMENT** in Plaintiffs'  
2               favor and **CLOSE** this file.

3       **IT IS SO ORDERED.** The Clerk's Office is directed to enter this Order and  
4       provide copies to all counsel.

5       **DATED** this 19<sup>th</sup> day of February 2021.

6                                 
7                               \_\_\_\_\_  
8                               SALVADOR MENDOZA, JR.  
                              United States District Judge

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ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT AND PLAINTIFFS'  
MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARDS – 19

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ADAMA JAMMEH, OUMIE SALLAH, and  
CYNTHIA QUINTERO,

NO. 2:19-cv-00620-JLR

**[PROPOSED] FINAL APPROVAL ORDER**

Plaintiffs,

v.

HNN ASSOCIATES, LLC, GATEWAY, LLC,  
COLUMBIA DEBT RECOVERY, LLC, d/b/a  
GENESIS CREDIT MANAGEMENT, LLC, and  
WILLIAM WOJDAK,

Defendants.

This matter came before the Court on consideration of Plaintiffs' Motion for Final Approval of Class Action Settlement (Dkt. # 128) and Class Counsel's Motion for an Award of Fees, Costs, and Class Representative Statutory and Service Awards (Dkt. # 121). After considering the motions and the declarations and exhibits submitted with the motions, the Court enters this Final Approval Order ("Final Approval Order"), which constitutes a final adjudication on the merits of all claims of the Classes and Subclass. It is HEREBY ORDERED that the motions are GRANTED, the Settlement Agreement and Release ("Agreement") is finally approved, Class Counsel are awarded \$600,000 in fees and expenses, Plaintiffs Adama Jammeh and Oumie Sallah are each awarded \$5,000 for statutory damages and service awards, and Plaintiff Cynthia Quintero is awarded \$2,000 for a statutory damages and service award.

1 On February 4, 2021, the Court preliminarily approved the Agreement and directed that  
2 notice be given to the Class (Dkt. No. 120). Pursuant to the notice requirements set forth in the  
3 Agreement and Preliminary Approval Order, Class Members were notified of the terms of the  
4 proposed Agreement, of their right to opt out, and of their right to object and be heard at a  
5 Final Approval Hearing to determine whether the terms and conditions of the Agreement are  
6 fair, reasonable, and adequate for the release of the claims contemplated by the Agreement;  
7 and whether judgment should be entered dismissing this action with prejudice.

8 The Court has reviewed and considered all papers filed in support of and in opposition  
9 to the settlement, and all exhibits thereto, and held a hearing after notice was sent to the  
10 Classes in order to confirm that the settlement is fair, reasonable, and adequate, and to  
11 determine whether the Final Approval Order should be entered in this action pursuant to the  
12 terms and conditions set forth in the Agreement ("Final Approval Hearing") on June 9, 2021 at  
13 9:00 a.m. At the Final Approval Hearing, the parties and all interested persons were heard in  
14 support of and in opposition to the settlement.

15 NOW, THEREFORE, IT IS HEREBY ORDERED:

16 1. The Court has jurisdiction over the subject matter of this action and personal  
17 jurisdiction over the parties and the Classes. The definitions and provisions of the Agreement  
18 are incorporated in this Order as though fully set forth herein.

19 2. In its class certification order, the Court certified the following Classes:

20 **HNN CLASSES:** Former tenants of an HNN managed property in  
21 Washington who moved in before February 1, 2019 and:

22 (1) who moved out on or after July 12, 2017, and from whom HNN  
23 collected a deposit or security without providing a move-in  
24 checklist that stated the condition of the walls, floors, countertops,  
carpets, and appliances in the unit (the "Move-In Form" Class); or

25 (2) who moved out on or after July 12, 2017, and to whom HNN  
26 mailed a statement of HNN's basis for retaining a deposit more  
27 than 21-days after the tenant moved out of an HNN-managed unit  
(the "Late Statement" Class); or

(3) who moved in to an HNN managed property after July 31, 2016, and whose deposit was forfeited by HNN (the "Forfeiture Class").

**CDR CLASS:** All former tenants of an HNN managed property in Washington whose accounts HNN placed with CDR between February 13, 2017 and January 31, 2019, and to whom CDR sent at least one written collection demand.

Dkt. No. 105 at 57. In its Preliminary Approval Order, the Court also found that the FDCPA Subclass satisfies the requirements of Rule 23(a) and (b)(3) and certified the following Subclass:

**CDR FDCPA SUBCLASS:** All members of the CDR Class to whom CDR sent at least one written collection demand on or after July 12, 2018.

Dkt. No. 120

3. The Court reaffirms its appointment of Adama Jammeh, Oumie Sallah, and Cynthia Quintero as Class Representatives (Dkt. Nos. 105 at 58, 120 at 3), and the Terrell Marshall Law Group, The Law Office of Paul Arons, and Leonard Law, as Class Counsel (*id.*).

4. The Court finds that the notice given to Class Members fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

5. The settlement requires Defendants to establish a Settlement Fund in the amount of \$1,600,000 that the parties propose to use to: make payments to all Settlement Class Members with a deliverable address who did not timely exclude themselves from the settlement; pay the Class Administrator the costs of notice and settlement administration expenses; pay statutory damages and service awards to the Class Representatives in amounts approved by the Court; and pay Class Counsel's attorneys' fees and expenses, in amounts approved by the Court. The Settlement Fund is non-reversionary and any amounts remaining in the Settlement Fund after the deadline to cash checks has expired shall be distributed in a second distribution, if feasible, or else disbursed to Washington Community Action Network

1 (Washington CAN) and Mary's Place, two non-profit organizations dedicated to expanding  
2 access to and helping people with finding safe and affordable rental housing.

3 6. Defendants are ordered to comply with the non-monetary relief required by the  
4 Settlement as follows:

- 5 a. Within thirty (30) days of full execution of this Settlement Agreement,  
6 CDR shall cease all efforts to collect any amounts in excess of the  
7 Principal allegedly owed by Class Members on their HNN accounts.
- 8 b. To the extent that CDR is furnishing information regarding the Settlement  
9 Class Members' HNN Accounts, within thirty (30) days of the Effective  
10 Date, CDR shall request deletion of all tradelines relating to Settlement  
11 Class Members' HNN accounts that CDR or any related person or entity  
12 has reported to any "consumer reporting agency" as that term is defined  
13 in 15 U.S.C. 1681 ("Credit Bureaus") and will not re-report any of these  
14 alleged debts. The request will be submitted via a "Universal Data Form"  
15 or other similar written form. CDR's sole obligation shall be to submit the  
16 request to suppress the reporting of tradeline(s) associated with the  
17 Settlement Class Members' HNN Accounts, if any. Consumer reporting  
18 agencies are separate entities from CDR. Accordingly, CDR is not  
19 responsible for the performance of any of the consumer reporting agency  
20 with respect to changing, deleting, suppressing, or making entries  
21 regarding any credit information or other information regarding  
22 Settlement Class Members' or any HNN Accounts. CDR shall not have a  
23 continuing obligation to follow up with consumer reporting agencies to  
24 insure deletion of any tradeline(s) related to the Settlement Class  
25 Members' HNN Accounts. It is understood that HNN shall not have any  
26 responsibility with respect to the deletion of any tradelines.  
27



1 c. Within thirty (30) days of the Effective Date, CDR shall file satisfactions of  
2 any judgment CDR has obtained against Settlement Class Members on  
3 their HNN accounts in excess of the Principal. Courts and Judges are  
4 separate entities from CDR. Accordingly, CDR is not responsible for the  
5 performance of any Court or Judge with respect to changing, modifying  
6 or revising any judgment. CDR shall not have an obligation beyond filing  
7 and requesting modification of the judgment in compliance with RCW  
8 4.56.100(1).

9 d. Within thirty (30) days of the Effective Date, CDR shall cease to add  
10 prejudgment interest on HNN accounts.

11 7. The Court finally approves the Agreement, including the plans for  
12 implementation and distribution of the Settlement Fund, and the prospective relief, and finds  
13 that it is in all respects fair, reasonable, adequate, and in the best interest of the Class  
14 Members and the result of extensive arm's length negotiations. The parties dispute the validity  
15 of the claims in the action, and their dispute underscores not only the uncertainty of the  
16 outcome but also why the Court finds the Agreement to be fair, reasonable, and adequate. Had  
17 the parties continued to litigate, it is likely that Defendants would have filed dispositive  
18 motions related to Class Members' claims. And Class Members would have faced the risk and  
19 expense of trial, as well as possible appeals of the Court's class certification order and any  
20 other dispositive rulings. Class Counsel find the Settlement to be in the best interests of the  
21 Classes. For all these reasons, the Court finds that the uncertainties and expense of continued  
22 litigation in both the trial and appellate courts weigh in favor of settlement approval. In making  
23 this determination, the court has considered the criteria set forth in the recently amended  
24 Federal Rule of Civil Procedure 23, and the factors outlined in *Churchill Village, L.L.C. v. General*  
25 *Electric*, 361 F.3d 566, 575–76 (9th Cir. 2004).

26 8. The parties, their counsel, and the Class Administrator shall fulfill their  
27 obligations and duties under the Agreement. The Agreement and every term and provision

1 thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full  
2 force of an order of this Court.

3 9. The Court dismisses with prejudice this action, the Released Claims, and the  
4 Released Parties, and adjudges that the Released Claims are released against the Released  
5 Parties.

6 10. The Court adjudges that Plaintiffs and the Settlement Class Members are  
7 deemed to have fully, finally, completely, and forever released, relinquished, and discharged  
8 the Released Claims against the Released Parties.

9 11. The Class Administrator executed the Notice Plan according to the terms of the  
10 Agreement. The notices apprised the Class Members of the pendency of the litigation; of all  
11 material elements of the proposed settlement, including but not limited to the relief afforded  
12 the Classes under the Agreement; of the res judicata effect on members of the Classes and of  
13 their opportunity to object to, comment on, or opt out of, the settlement; of the identity of  
14 Class Counsel and Class Counsel's contact information; and of the right to appear at the Final  
15 Approval Hearing. The notice given to Class Members satisfied the requirements of Federal  
16 Rule of Civil Procedure 23 and the requirements of constitutional due process. Accordingly, the  
17 Court determines that all Settlement Class Members are bound by this Final Approval Order.

18 12. The following individuals who timely submitted valid requests for exclusion are  
19 excluded from the Settlement Classes and are not bound by this Final Approval Order: Sebia  
20 Green and Laqurisha Russ. The Court, however, finds that the purported request for exclusion  
21 submitted by Kianna Hall is invalid. First, Ms. Hall's original request, which was submitted by  
22 her attorney, did not include Ms. Hall's address or signature and therefore did not comply with  
23 the requirements for exclusion set forth in the Agreement. Second, Ms. Hall's amended  
24 request, which was submitted to the Court by Class Counsel, was untimely. Therefore, Ms. Hall  
25 is included in the Settlement Class and is bound by this Final Approval Order.

26 13. No Class Members objected to the Settlement.  
27

1           14. All persons who have not made their objections to the settlement in the manner  
2 provided in the Agreement are deemed to have waived any objections by appeal, collateral  
3 attack, or otherwise.

4           15. Within thirty (30) days of the date of this Order, the Class Administrator shall  
5 issue Settlement Awards to each Settlement Class Member with a deliverable address under  
6 the terms of the Agreement.

7           16. The Court finds the more than 2,100 hours expended by Class Counsel in this  
8 litigation and Class Counsel's hourly rates ranging from \$125 to \$550 to be reasonable and  
9 approves payment of attorneys' fees and costs in the amount of \$600,000. This amount  
10 reflects Class Counsel's reasonable lodestar. This amount shall be paid from the Settlement  
11 Fund pursuant to the terms of the Agreement. The Court finds this amount to be appropriate  
12 and reasonable in light of the work performed by Class Counsel and the excellent monetary  
13 and prospective relief obtained for the Settlement Class Members. In addition, the Court finds  
14 that the Agreement was negotiated at arm's length and without collusion.

15           17. The Court further grants Class Counsel's application for statutory damages and  
16 service awards for Class Representatives Adama Jammeh and Oumie Sallah in the amount of  
17 \$5,000 each and for Class Representative Cynthia Quintero in the amount of \$2,000. The Court  
18 finds these amounts to be reasonable in light of the service performed by the Class  
19 Representatives. This amount shall be paid from the Settlement Fund in accordance with the  
20 terms of the Agreement.

21           18. Neither this Final Approval Order nor the Agreement is an admission or  
22 concession by Defendants or any of the other Released Parties of the validity of any claims or  
23 of any liability or wrongdoing or of any violation of law. Neither this Final Approval Order nor  
24 the Agreement, nor any related document, proceeding, or action, nor any reports or accounts  
25 thereof, shall be offered or received in evidence in any civil, criminal, or administrative  
26 proceeding, other than proceedings that may be necessary to enforce the Settlement and the  
27 Releases granted in the Settlement and this Final Approval Order.

1           19.     Upon the Effective Date, the Class Representatives and each Settlement Class  
2 Member will be deemed to have completely released and forever discharged the Released  
3 Parties from the Released Claims. Released Claims means any and all claims of liability whether  
4 known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or  
5 unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that  
6 were brought or that could have been brought in the Action as of the date this Agreement is  
7 executed, relating to Move-Out Charges or procedures, Defendant HNN's collection or  
8 retention of a security deposit, claims under RCW 59.18.260 and RCW 59.18.280, forfeiture of a  
9 security deposit, imposition of Move-Out Charges, CDR's debt collection efforts related to Class  
10 Members and their HNN Accounts, and/or payments to Defendants of any amount above the  
11 Move-Out Charges reflected on the final move-out statement issued to a Settlement Class  
12 Member by HNN, including, but not limited to, claims based on a violation of the CAA, FD CPA,  
13 RLTA, CPA, and any other statutory or common law claim. This release does not extend to any  
14 defenses or counterclaims Settlement Class Members may have to the amount of any Move-  
15 Out Charges Defendants may seek to collect in a lawsuit, or any claims, defenses, or  
16 counterclaims Settlement Class Members may have relating to wrongful eviction.

17           20.     Representative Plaintiffs and all Settlement Class Members are deemed to have  
18 agreed and covenanted, not to sue any Released Party with respect to any of the Released  
19 Claims, or otherwise to assist others in doing so, and are forever barred from doing so, in any  
20 court of law or equity, or any other forum.

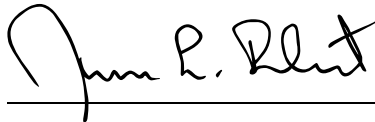
21           21.     The Court retains jurisdiction to consider all further matters arising out of or  
22 connected with the settlement, including the implementation and enforcement of the  
23 Agreement.

24           22.     The Court finds that no justifiable reason exists for delaying entry of this Final  
25 Approval Order and, good cause appearing, it is expressly directed that this Final Approval  
26  
27

1 Order and a separate Judgment be entered as final and appealable and the case dismissed with  
2 prejudice.

3 IT IS SO ORDERED.

4 DATED this 9th day of June, 2021.

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8 JAMES L. ROBART  
9 United States District Judge  
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THE HONORABLE JAMES L. ROBART

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ADAMA JAMMEH and OUMIE SALLAH,

Plaintiffs,

v.

HNN ASSOCIATES, LLC, GATEWAY, LLC,  
COLUMBIA DEBT RECOVERY, LLC, d/b/a  
GENESIS CREDIT MANAGEMENT, LLC, and  
WILLIAM WOJDAK,

Defendants.

Case No. 2:19-cv-00620-JLR

**DECLARATION OF BLYTHE H. CHANDLER  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR AWARD OF ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARDS**

I, Blythe H. Chandler, declare as follows:

**A. Background and experience.**

1. I am a member of the law firm of Terrell Marshall Law Group PLLC, Class Counsel in this matter. I am admitted to practice before this Court and am a member in good standing of the bars of the state of Washington. I respectfully submit this declaration in support of Plaintiffs' Motion for Award of Attorneys' Fees, Costs, and Service Awards. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. Terrell Marshall is a law firm in Seattle, Washington, that focuses on complex civil and commercial litigation with an emphasis on consumer protection, product defect, civil

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 1  
Case No. 2:19-cv-00620-JLR

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rights, and wage and hour cases. Terrell Marshall has been appointed lead or co-lead counsel representing multi-state and nationwide classes in state and federal court in Washington and throughout the United States. Since its founding in 2008, the attorneys at Terrell Marshall have represented scores of classes, tried class actions in state and federal court, and obtained hundreds of millions of dollars in monetary relief to workers, consumers, and other individuals.

3. I joined Terrell Marshall in 2014 and became a member in 2018. I practice complex litigation with a focus on prosecution of consumer class actions. I have been appointed class counsel in cases challenging a wide range of unfair or deceptive practices, including debt collection practices. In 2010, I received my J.D. from the University of Washington School of Law with high honors, Order of the Coif. I served as Chief Articles Editor for the Washington Law Review. Before joining Terrell Marshall, I served as a law clerk to the Honorable Betty B. Fletcher, Senior United States Circuit Judge for the Ninth Circuit Court of Appeals, and to the Honorable John C. Coughenour, Senior United States District Judge for the Western District of Washington. I also served as a judicial extern to the Honorable Robert S. Lasnik, United States District Judge for the Western District of Washington. I co-authored chapters of the Consumer Protection Deskbook published by the Washington State Association for Justice (WSAJ) and have spoken on topics including use of experts and personal jurisdiction in class actions. I am a member of the Washington Employment Lawyers Association (WELA) Amicus Committee and currently co-chair WSJA's Consumer Protection Section. I was named to the 2020 Rising Star List by Washington Super Lawyers.

**B. Qualifications of other Terrell Marshall attorneys.**

4. Beth E. Terrell is a founding member of Terrell Marshall. With over twenty years of experience, Ms. Terrell concentrates her practice in complex litigation, including the prosecution of consumer protection, defective product, and wage and hour class actions. Ms. Terrell has served as co-lead counsel on multi-state, multi-district, and nationwide class actions, resulting in hundreds of millions of dollars in settlements for consumers and workers. Ms.

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 2  
Case No. 2:19-cv-00620-JLR

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1 Terrell also represents individual employees with wage and hour, workplace exposure, and  
2 discrimination claims. Ms. Terrell has tried and won cases in state and federal courts and  
3 argued before the Washington State Court of Appeals and the Washington State Supreme Court  
4 as well as several federal circuit level courts. Ms. Terrell served as the President of the Public  
5 Justice Foundation Board of Directors 2019 to 2020, serves on the Equal Justice Works' Board of  
6 Counselors, and is Chair of both the Northwest Consumer Law Center and the Washington  
7 Employment Lawyers Association. A member of the State Bar of California and the Washington  
8 State Bar Association, Ms. Terrell co-chairs PLI's Consumer Financial Services Institute, and  
9 frequently presents on a wide variety of topics, including class actions, consumer protection,  
10 legal ethics, gender equity, and electronic discovery.

11 5. Amanda M. Steiner became a member of Terrell Marshall in 2015. She practices  
12 complex litigation, including the prosecution of consumer, defective product, wage and hour,  
13 and civil rights class actions. Ms. Steiner received her J.D. from the UC Berkeley School of Law in  
14 1997. Admitted in Washington, California, New York and Hawaii, she has authored briefs that  
15 have resulted in numerous favorable decisions for plaintiffs in high-profile and complex  
16 securities, antitrust, consumer and civil rights class action in federal and state courts  
17 throughout the United States. Ms. Steiner was selected for inclusion in the annual Northern  
18 California "Super Lawyers" list and was named to the Top 50 Women Lawyers of Northern  
19 California. She is a Fellow of the American Bar Foundation.

20 6. Ari Brown has been of counsel at Terrell Marshall since 2019. He graduated  
21 magna cum laude from the Seattle University School of Law in 1999 and has been practicing law  
22 in Washington since 1999. Before joining Terrell Marshall, Mr. Brown was a partner at Hagens  
23 Berman Sobol Shapiro, a nationally recognized firm in Seattle. He concentrates his practice on  
24 civil litigation in the area of consumer protection, especially pertaining to banking practices.

25 7. Brittany Glass joined Terrell Marshall as an associate in 2018. Ms. Glass practices  
26 complex litigation, including the prosecution of consumer, wage and hour, and civil rights class

27 DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 3  
Case No. 2:19-cv-00620-JLR

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actions. In 2014, Ms. Glass received her J.D. from the University of Texas School of Law, Order of the Coif. Before joining Terrell Marshall, Ms. Glass was an associate at Nix, Patterson & Roach in Austin, Texas. Ms. Glass is a member of the Washington Employment Lawyers Association and the Washington State Association for Justice.

**C. Other cases litigated by Terrell Marshall.**

8. Examples of consumer debt collection class actions that Terrell Marshall is litigating or has litigated to successful completion include:

- a. *Long v. First Resolution Investment Corp.*—Filed in 2018 on behalf of Washington consumers against whom a debt buyer and its collection agency law firm obtained judgments when the debt buyer was not licensed as a collection agency. The King County Superior Court granted final approval of a settlement providing over \$20 million in debt relief and \$600,000 on August 28, 2020.
- b. *Miller v. P.S.C., Inc.*—Filed in 2017 on behalf of Washington consumers who alleged P.S.C. filed lawsuits against them using unlawful debt collection forms. The Western District of Washington granted final approval of a settlement that provided injunctive relief and \$1.52 million on January 10, 2020.
- c. *Bowen v. CSO Financial, Inc., et al.*—Filed in 2017 on behalf of consumers in Washington who received unfair and deceptive debt collection notices that included threats of criminal prosecution. The Western District of Washington granted final approval of a settlement that provided injunctive relief and \$345,000 on July 2018.
- d. *Dibb, et al. v. AllianceOne Receivables Management, Inc.*—Filed in 2014 on behalf of Washington consumers who received unfair and deceptive debt collection notices that included threats of criminal prosecution. The Western District of Washington granted final approval of the \$1.9 million settlement on July 31, 2017.
- e. *Solberg, et al. v. Victim Services, Inc., et al.*— Filed in 2014 on behalf of California consumers who received false, misleading, and deceptive debt collection letters printed on the letter head

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 4  
Case No. 2:19-cv-00620-JLR

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of county prosecuting attorneys. The District Court for the Northern District of California granted preliminary approval of the settlement on March 31, 2021.

f. *Cavnar, et al. v. BounceBack, Inc.*—Filed in 2014 on behalf of Washington consumers who received false, misleading, and deceptive debt collection letters printed on the letterhead of county prosecuting attorneys. The Eastern District of Washington granted final approval of the \$530,000 settlement on September 15, 2016.

9. Examples of consumer protection class actions that Terrell Marshall is litigating or has litigated to successful completion include:

- a. *Gold, et al. v. Lumber Liquidators, Inc.*—Filed in 2014 on behalf of a class of consumers who purchased defective flooring. The Northern District of California granted final approval of the settlement, valued at up to \$30 million, on October 22, 2020.
- b. *Van Fleet v. Trion Worlds, Inc.*—Filed in 2015 on behalf of a nationwide class of online video game players deprived of a promised discount on purchases of virtual goods and who participated in an alleged illegal lottery. The San Mateo County Superior Court granted final approval of a \$420,000 settlement on June 1, 2020.
- c. *Wornicki v. BrokerPriceOpinion.com*—Filed in 2013 on behalf of a nationwide class of people who provided home valuations, known as broker price opinions, but who were not paid for the opinions as promised. The District of Colorado granted final approval of a settlement of more than \$1.5 million on September 20, 2018.
- d. *Jordan v. Nationstar Mortgage, LLC*—Filed in 2012 on behalf of Washington homeowners who were improperly locked out of their homes by their mortgage lender. The District Court for the Eastern District of Washington granted final approval of a \$17 million settlement on May 2, 2019.
- e. *Lohr v. Nissan*— Filed in 2016 on behalf of Washington consumers who purchased or leased certain Nissan vehicles with a factory-installed panoramic sunroof that is allegedly defective. The case is currently pending in the Western District of Washington.

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 5  
Case No. 2:19-cv-00620-JLR

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f. *Carrillo v. Wells Fargo Bank, N.A.*—Filed in 2018 on behalf of borrowers who allege Wells Fargo charged them interest rates on residential loans that were higher than the rates disclosed in the bank’s buydown agreements and closing disclosures. The case is currently pending in the Eastern District of New York.

10. Additional information about class actions litigated by Terrell Marshall is available on our website [www.terrellmarshall.com](http://www.terrellmarshall.com).

**D. The prosecution of this action.**

11. In the year and a half after the complaint was filed, the parties engaged in substantial discovery including several hard-fought disputes presented to the Court. The parties exchanged initial disclosures in June 2019. Thereafter, the parties exchanged multiple rounds of written discovery requests and engaged in lengthy negotiations related to the scope of the parties’ respective requests. The parties reached impasse requiring Court intervention on two occasions.

12. Defendants ultimately produced tens of thousands of pages of documents that Class Counsel analyzed, including payment data and documents regarding CDR’s collection policies and procedures and HNN’s move-in/move-out policies and procedures and emails between HNN and CDR related to those practices. Class Counsel devoted substantial staff time to reviewing the more than 44,220 pages of move-out files Defendants produced, logging inspection forms that did not describe the condition of the premises, files that documented forfeited security deposits, and length of time from move out to sending of the move out statement, and analyzing the resulting data to identify potential class members. Class Counsel also used Defendants’ data to prepare damages models for each type of alleged injury.

13. Class Counsel deposed three representatives of HNN and a representative of Columbia Debt Recovery. Class Counsel also sought information from third parties via public records requests to the Washington State Housing Finance Commission and Housing Authority of Snohomish County and subpoenas duces tecum to BSS Hauling & Clean Up Inc., Direct Carpet Cleaning, and Hope Northwest.

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS’ MOTION FOR AWARD OF ATTORNEYS’  
FEES, COSTS, AND SERVICE AWARDS - 6  
Case No. 2:19-cv-00620-JLR

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1           14.     On October 19, 2020, the parties participated in a full day mediation with Louis  
2     Peterson of Hillis Clark Martin & Peterson P.S. The parties did not reach a settlement but  
3     continued negotiations with Mr. Peterson's assistance. The parties agreed to the terms of the  
4     settlement on November 12, 2020, and fully executed the Settlement Agreement on December  
5     16, 2020.

6     **E.     Terrell Marshall's Iodestar.**

7           15.     Terrell Marshall has worked with no guarantee of being compensated for its time  
8     and efforts. Payment of Terrell Marshall's fees has always been contingent on successfully  
9     obtaining relief for the plaintiffs and proposed class members. As a result, there was a  
10    substantial risk of nonpayment, particularly in light of the challenges inherent in this type of  
11    case. Work on this case has necessarily been to the exclusion of work on other matters that  
12    likely would have generated fees. Terrell Marshall has also been denied use of the fees it  
13    earned over the course of this case.

14          16.     The work performed by paralegals and legal assistants was work that I or  
15    attorney would have had to perform absent such assistance. In the case of senior paralegals  
16    Jennifer Boschen and Jodi Nuss, the work required an understanding of the facts and claims at  
17    issue in the case and was important to the development of those facts and claims. Ms.  
18    Boschen's work included extensive data analysis that was instrumental to identifying class  
19    members and calculating damages. The work of Bradford Kinsey, Heather Brown, Holly Rota,  
20    Lauren Carter, Rachel Laux, and Rebecca Koltin-Shaw required an understanding of relevant  
21    legal rules and concepts, in particular these staff members' work allowed Class Counsel to  
22    provide the Court with an exhibit listing the members of the proposed classes as class  
23    certification. All of these staff members are qualified to perform substantive legal work based  
24    on their training and past experience working for attorneys.

25          17.     A spreadsheet that compiles the contemporaneously maintained billing records  
26    of Terrell Marshall attorneys and staff members is attached as **Exhibit 1**. I have redacted

27    DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
  OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
  FEES, COSTS, AND SERVICE AWARDS - 7  
  Case No. 2:19-cv-00620-JLR

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information from the time reports that would reveal work product. I have reviewed these billing records and reduced and eliminated time where appropriate. I eliminated time that was administrative in nature and made reductions where time arguably could have been more efficiently spent. The reductions I have made are shown in red. In total, I reduced Terrell Marshall's time by more than 100 hours, which lowered the firm's lodestar by \$19,450.

18. I have not included any time spent preparing this motion in Terrell Marshall's lodestar. I anticipate the firm will incur additional fees in relation to the approval and settlement administration process, including preparing the motion for final approval, working with the settlement administrator, and communicating with class members.

19. The following table identifies the attorneys and staff members from Terrell Marshall who worked on this case and for whom the recovery of fees is sought. For each of the timekeepers below I have stated the current hourly rate, the number of hours worked through December 31, 2020, and the total amount of fees. These time summaries are taken from the contemporaneous, daily time reports prepared and maintained by Terrell Marshall in the regular course of business and attached to my declaration.

NAME AND POSITION	RATE	HOURS BILLED	TOTAL
<b>ATTORNEYS</b>			
Beth E. Terrell Founding Member J.D. from Univ. of California, Davis School of Law, 1995	\$550	9.2	\$5,060.00
Blythe D. Chandler Member J.D. from Univ. of Washington School of Law, 2010	\$425	287.90	\$122,357.50
Amanda Steiner Member J.D. from UC Berkeley School of Law, 1997	\$500	22.4	\$11,200.00
Ari Brown Of Counsel	\$500	65.3	\$32,650.00

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 8  
Case No. 2:19-cv-00620-JLR

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NAME AND POSITION	RATE	HOURS BILLED	TOTAL
J.D. from Seattle Univ. School of Law, 1999			
Brittany Glass Associate J.D. from Univ. of Texas School of Law, 2014	\$325	432.40	\$140,530.00
<b>PARALEGALS / LEGAL ASSISTANTS</b>			
Jennifer Boschen Senior Paralegal 20 years legal experience	\$175	225.7	\$39,497.50
Jodi Nuss Senior Paralegal 7 years legal experience	\$175	25.60	\$4,480.00
Heather Brown Paralegal 18 years legal experience	\$150	60.5	\$9,075.00
Bradford Kinsey Legal Assistant 28 years legal experience	\$125	22.5	\$2,812.50
Holly Rota Legal Assistant 16 years legal experience	\$125	10.10	\$1,262.50
Jessica Langsted Legal Assistant 4 years legal experience	\$150	124.0	\$18,600.00
Lauren Carter Legal Assistant 2 years legal experience	\$125	6.6	\$825.00
Rachel Laux Legal Assistant 1 year of legal experience	\$125	160.3	\$20,037.50
Rebecca Koltin-Shaw Legal Assistant 1 year of legal experience	\$125	189.6	\$23,700.00
<b>TOTAL</b>		<b>1642.1</b>	<b>\$432,087.50</b>

20. Terrell Marshall's lodestar calculations are based on reasonable hourly rates. Terrell Marshall sets rates for attorneys and staff members based on a variety of factors, including among others: the experience, skill and sophistication required for the types of legal

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 9  
Case No. 2:19-cv-00620-JLR

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services typically performed; the rates customarily charged in the markets where legal services are typically performed; and the experience, reputation and ability of the attorneys and staff members.

**F. Terrell Marshall's litigation expenses.**

21. Terrell Marshall has incurred out-of-pocket litigation expenses totaling \$10,225.94, primarily to cover expenses related to legal research, investigation, court reporter and transcript fees, filing fees, and administrative costs such as copying, mailing, and process service. The following chart summarizes Terrell Marshall's litigation costs:

Category of Expense	Total
Court document retrieval and PACER charges	\$185.90
Deposition and transcript costs	\$5,673.70
Meals	\$54.17
Mediation	\$3,141.66
Messenger and process service fees	\$553.50
Parking	\$26.75
Postage	\$13.01
Public record request charges	\$283.96
Westlaw	\$293.29
<b>TOTAL</b>	<b>\$10,225.94</b>

**G. Class Counsel's lodestar and costs.**

22. Collectively, Class Counsel devoted 2,147.3 hours to this case (before write downs) for a total lodestar of \$666,474.50. The firms' hours and lodestar are summarized in this chart:

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 10  
Case No. 2:19-cv-00620-JLR

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<b>FIRM</b>	<b>TOTAL HOURS</b>	<b>TOTAL LODESTAR</b>
Terrell Marshall Law Group PLLC	1642.1	\$432,087.50
Law Office of Paul Arons	250.4	\$137,720.00
Leonard Law	254.8	\$96,867.00
<b>TOTAL</b>	<b>2147.3</b>	<b>\$666,674.50</b>

23. Collectively, Class Counsel incurred \$10,701.82 in out-of-pocket litigation expenses. Class Counsel do not request reimbursement of their litigation expenses separate from the \$600,000 fee request. The three firms' costs are summarized in this chart:

<b>Category of Expense</b>	<b>Total</b>
Court document retrieval and PACER charges	\$185.90
Deposition and transcript costs	\$5,673.70
Filing fee	\$242.49
Lodging	\$193.89
Meals	\$54.17
Mediation	\$3,141.66
Messenger and process service fees	\$553.50
Parking	\$26.75
Postage	\$13.01
Public record request charges	\$283.96
Travel	\$39.50
Westlaw	\$293.29
<b>TOTAL</b>	<b>\$10,701.82</b>

DECLARATION OF BLYTHE H. CHANDLER IN SUPPORT  
OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS'  
FEES, COSTS, AND SERVICE AWARDS - 11  
Case No. 2:19-cv-00620-JLR

**TERRELL MARSHALL LAW GROUP PLLC**  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.319.5450  
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**H. Class representatives' contributions to the litigation.**

24. Class Representatives Jammeh and Sallah request combined statutory damage and service award payments to each of them in the amount of \$5,000, consisting of a \$1,000 statutory damages award authorized by the FDCPA, 15 U.S.C. § 1692k(a)(2)(B), and \$4,000 in recognition of their service to the Class. Jammeh and Sallah assisted in drafting the complaints and participated extensively with their counsel in responding to written discovery, including searching for and securing documents from foreign agencies and providing four sets of supplemental responses. Jammeh and Sallah also rejected an offer of judgment early in the case that would have mooted their claims and precluded their continued service as class representatives. Plaintiff Quintero requests a combined statutory damage and service award payment of \$2,000. Ms. Quintero provided factual and documentary information regarding the claims and assisted in drafting Plaintiff's supplemental briefing regarding the FDCPA Subclass.

I declare under penalty of perjury under the laws of the State of Washington and the United States of America] that the foregoing is true and correct.

EXECUTED this 7th day of April, 2021 at Seattle, Washington.

By: /s/Blythe H. Chandler, WSBA #43387

Blythe H. Chandler, WSBA #43387

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## **Exhibit 3 – Terrell Marshall Costs**

## Terrell Marshall Law Group PLLC

CARE  
Matter ID 2254-001  
Costs Report

Trans No	Date	Prof	Narrative	Units	Price	Value
<b>Component: Expert</b>						
380216	07/07/2020		Expert	1.00	15,000.00	15,000.00
				<b>Component: Expert</b>	1.00	15,000.00
<b>Component: FedEx</b>						
354263	08/26/2019		FedEx Charges	1.00	37.79	37.79
354266	08/19/2019		FedEx Charges	1.00	41.60	41.60
				<b>Component: FedEx</b>	2.00	79.39
<b>Component: Filing Fee</b>						
354261	09/03/2019		Filing Fees	1.00	600.00	600.00
				<b>Component: Filing Fee</b>	1.00	600.00
<b>Component: PACER</b>						
357731	10/15/2019		PACER	1.00	0.70	0.70
				<b>Component: PACER</b>	1.00	0.70
<b>Component: Postage</b>						
350521	07/19/2019		Postage	1.00	4.35	4.35
				<b>Component: Postage</b>	1.00	4.35
<b>Component: Westlaw</b>						
375026	04/14/2020		Westlaw Charges	1.00	21.04	21.04
375027	04/20/2020		Westlaw Charges	1.00	71.02	71.02

Terrell Marshall Law Group PLLC

CARE  
Matter ID 2254-001  
Costs Report

Trans No	Date	Prof	Narrative	Units	Price	Value
375028	04/21/2020		Westlaw Charges	1.00	14.32	14.32
375029	04/22/2020		Westlaw Charges	1.00	0.53	0.53
400208	02/26/2021		Westlaw Charges	1.00	1.59	1.59
400394	01/07/2021		Westlaw Charges	1.00	3.14	3.14
400395	01/12/2021		Westlaw Charges	1.00	1.10	1.10
400396	01/19/2021		Westlaw Charges	1.00	4.28	4.28
400397	01/21/2021		Westlaw Charges	1.00	7.60	7.60
400398	01/22/2021		Westlaw Charges	1.00	4.79	4.79
400399	01/25/2021		Westlaw Charges	1.00	0.20	0.20
400400	01/27/2021		Westlaw Charges	1.00	1.42	1.42
400401	01/29/2021		Westlaw Charges	1.00	0.10	0.10
Component: Westlaw				13.00		131.13
Grand Total:				19.00		\$15,815.57